



Magnolia Public Schools

Regular Board Meeting

Amended on October 11, 2017 at 4:42 PM PDT

Date and Time

Thursday October 12, 2017 at 6:00 PM PDT

Location

MSA 4: 11330 W. Graham Place, Los Angeles, CA 90064

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-3 1254 East Helmick St. Carson, CA 90746
- MSA-7 18355 Roscoe Blvd. Northridge, CA 91325
- MSA-SA 2840 W. 1st St. Santa Ana, CA 92703
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- 819 Phillips Lane Louisville Kentucky, 40209 (Ms. Diane Gonzalez)
- 1363 Ridgecrest Rd Pinole CA 94564 (Mr. Serdar Orazov)

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:

Dr. Saken Sherkhonov, Chair
Mr. Serdar Orazov, Treasurer
Dr. Salih Dikbas
Dr. Remzi Oten
Ms. Diane Gonzalez
Mr. Haim Beliak
Ms. Charlotte Brimmer
Ms. Sandra Covarrubias

Renewing Board Members:

Mr. Nguyen Huynh

Dr. Umit Yapanel, Secretary

CEO & Superintendent:
Dr. Caprice Young

Notice of Closed Session Agenda Items

Due to space limitations on the following pages of the agenda, notice of closed session agenda items is provided here.

V. A. Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: three cases

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
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		1
F. Approval of Amended Minutes from Special Board Meeting- August 10, 2017	Approve Minutes		1
G. Approval of Amended Minutes from Special Board Meeting- September 7, 2017	Approve Minutes		1
H. Approval of Minutes from Regular Board Meeting- September 14, 2017	Approve Minutes		1
I. Approval of Minutes from Special Ad-Hoc Committee (MSA SD Facility) Meeting- September 19, 2017	Approve Minutes		1
II. Consent Items			
A. Approval of 2017-18 Compliance Monitoring and Certification of Board Compliance Review for MSA-4-8	Vote	David Yilmaz	
B. Resolution to Adopt LAUSD's Suicide Prevention Policy for Co-located Sites	Vote	David Yilmaz	
C. Approval of Revisions to Staff Evaluation Protocols	Vote	Personnel Committee	
D. Approval of Certification of Signatures Form for Charter School Funds Distribution Authorization	Vote	Nanie Montijo	
E. Approval of Ratification of the Facility Use Agreement Between MCN and MSA-SD	Vote	Facility Committee	10
F. Proposed Conflict of Interest Code (COI) through Fair Political Practices Commission	Vote	Suat Acar	5
III. Action Items			

A. Delegation of Agreements for General Contractor and Inspector on Record for the MSA-SA Gym Project	Vote	Erdinc Acar	10
B. MSA-8 Bell Internet Service and Firewall, Web Filtering Services Using Long Term Reserve	Vote	Rasul Monoshev	10
C. Approval of 2016-17 Unaudited Actuals for all MPS	Vote	Kristin Dietz	5
D. Approval of SIS Contract with CoolSIS through August 2018.	Vote	David Yilmaz	5
E. MSA 1 Zone Variance Application RFP Winning Bid Announcement	Vote	Suat Acar	10
F. Approval of Scope Changes for MSA-SA Gym/Cafeteria Construction Project	Vote	Facility Committee	
G. MSA 1 Change Order to Franco Architects to Resolve Site Issues and Support Master Planning	Vote	Facility Committee	
H. Addition of a Director of Facilities/ General Counsel to 2017-18 Budget	Vote	Caprice Young	10
I. Approval of Board of Director Membership Renewals	Vote	Nominating Committee	5
J. Approval of Addendum to Schools in Action Services for 2017-18	Vote	David Yilmaz	5

IV. Discussion Items

A. Proposal of Creation of the MPS Board Advisory Committee	Discuss	Nominating/ Gov Committee	10
B. Update on STRS Adjustments for all MSA- San Diego	Discuss	Nanie Montijo	10
C. Financial Update- August 2017	Discuss	Kristin Dietz	10

V. Closed Session Items

A. Conference with Legal Counsel— Anticipated Litigation: Three Cases	Discuss	Caprice Young	20
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VI. Closing Items

A. Adjourn Meeting	Vote		
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Cover Sheet

Approval of Amended Minutes from Special Board Meeting- August 10, 2017

Section: I. Opening Items
Item: F. Approval of Amended Minutes from Special Board Meeting-
August 10, 2017
Purpose: Approve Minutes
Submitted by:



Magnolia Public Schools

Minutes

Special Board Meeting

Date and Time

Thursday August 10, 2017 at 6:10 PM

Location

MPS Home Office: 250 E. 1st Street Ste. 1500 Los Angeles, CA 90012

Board members who joined remotely participated from the following locations:

- MSA-3 1254 E. Helmick St. Carson, CA 90034
- MSA-6 3754 Dunn Dr. Los Angeles, CA 90034 (Dr. Saken Sherkhanov, Ms. Diane Gonzalez)
- MSA-7 18355 Roscoe Boulevard Northridge, CA 91325
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- MSA-SA 2840 W. 1st St. Santa Ana, CA 92703
- 75 Wailea Ike Drive, Wailea, HI, USA 96753 (Dr. Umit Yapanel)

Board Members:

Dr. Saken Sherkhanov, Chair
Dr. Umit Yapanel, Secretary
Mr. Serdar Orazov, Treasurer
Dr. Salih Dikbas
Dr. Remzi Oten
Ms. Diane Gonzalez
Mr. Nguyen Huynh
Mr. Haim Beliak

CEO & Superintendent:

Dr. Caprice Young

Directors Present

D. Gonzalez (remote), N. Huynh, S. Dikbas (remote), S. Orazov, S. Sherkhanov (remote)

Directors Absent

H. Beliak, R. Oten, U. Yapanel

Guests Present

B. Torres

I. Opening Items

A. Call the Meeting to Order

N. Huynh called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Aug 10, 2017 @ 6:58 PM at MPS Home Office: 250 E. 1st Street Ste. 1500 Los Angeles, CA 90012.

B. Record Attendance and Guests

S. Orazov and N. Huynh participated from MPS Home Office; S. Sherkhanov and D. Gonzalez participated from MSA-6; S. Dikbas participated from MSA-San Diego. U. Yapanel participated from the location stated above. The other board members were absent.

C. Pledge of Allegiance

B. Torres, Executive Assistant, led the Pledge of Allegiance.

D. Public Comments

There were no public comments.

E. Approval of Agenda

S. Orazov made a motion to approve the agenda as presented.
N. Huynh seconded the motion.
The board **VOTED** unanimously to approve the motion.

II. Action Items

A. Approval of Palm Lane Letter of Intent

C.Young, Chief Executive Officer, explained the details of the letter of intent and the process of a school turn around. She gave historical information of past school triggers and explained both the pros and cons of taking this school. Board members asked for feedback from MPS staff on this plan. All questions were addressed.

S. Sherkhanov made a motion to postponed the action on the Palm Lane letter of intent to a later date and delegated the authority to an Ad hoc committee composed dependent of the availability of board members.

D. Gonzalez seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Sherkhanov	Aye
R. Oten	Absent
D. Gonzalez	Aye
S. Orazov	Aye
H. Beliak	Absent
N. Huynh	Aye
U. Yapanel	Absent
S. Dikbas	Aye

B. Approval of Selected Construction Management Services for MSA Santa Ana Facility

E. Acar, South Regional Director, presented the construction management for MSA Santa item to the Board. He explained the bidding and selection process of the firm and the reasons behind the staff recommendation. E. Acar explained that Gafcon would be the construction manager for the MSA- Santa Ana project. N. Huynh, gave his input to the Board regarding the different bidders. C. Young, Chief Executive Officer, told the board that legal would review the contract with the Gafcon once it was finalized. All questions were addressed by MPS staff. N. Huynh made a motion to authorize Dr. Young, CEO and Superintendent of MPS to approve selection of Gafcon, Inc Construction Management Services for MSA Santa-Ana Phase II Gymnasium and Cafeteria construction Project, negotiate and sign contract agreement.

S. Orazov seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

D. Gonzalez	Aye
N. Huynh	Aye
S. Orazov	Aye
H. Beliak	Absent
S. Sherkhanov	Aye
R. Oten	Absent
U. Yapanel	Absent
S. Dikbas	Aye

C. Approval of Selected Construction Management Services for MSA 1 Facility

M. Sahin, Principal of MSA- 1, presented the construction management for MSA-1 item to the Board. He explained the bidding process and the reasoning behind choosing PrimeSource. N. Huynh, emphasized the importance of holding the construction management companies accountable for the work they are being delegated, that projects are being completed on time and within budget. C. Young, explained what internal staff would be responsible for each site and whom will be working closely with the construction managers she also mentioned that the executive staff is searching for and internal construction manager to fill the position of work that is currently being done by consultants. All questions were addressed.

S. Sherkhanov made a motion to authorize Dr. Young, CEO and Superintendent of MPS to negotiate and execute the contract with PrimeSource as Construction Management Services Company for work associated with construction of a new two story classroom building and associated site for Magnolia Science Academy 1, an existing 6-12 charter school in Reseda, California. The project address is 18216-18220 Sherman Way, Reseda, CA 91335.

S. Orazov seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

H. Beliak	Absent
U. Yapanel	Absent
S. Sherkhanov	Aye
S. Orazov	Aye
S. Dikbas	Aye
N. Huynh	Aye
R. Oten	Absent
D. Gonzalez	Aye

D. Approval of Demolition Contract for MSA 1 Building

M. Sahin, Principal of MSA-1, reported out to the Board on the MSA- 1 demolition item. He went over the RFP and bidding process and the reasons why the the

evaluation committee was recommending Interior Demolition Inc for this project. All questions were addressed.

N. Huynh made a motion to authorize Dr Young, CEO and Superintendent of MPS, to negotiate and execute the contract with Interior Demolition Inc to do abatement and demolition services for work associated with the Magnolia Science Academy 1 (MSA1) project at 18216-18220 Sherman Way in Reseda, CA. S. Orazov seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

R. Oten	Absent
D. Gonzalez	Aye
S. Dikbas	Aye
U. Yapanel	Absent
S. Sherkhanov	Aye
H. Beliak	Absent
N. Huynh	Aye
S. Orazov	Aye

E. Approval of Amendment of General Contractor Contract to Include Phase II Budget

N. Montijo, Chief Financial Officer, presented the amendment of the general contractor for MSA San Diego item to the Board. She explained the amount that was needed and the reasons behind it. E. Acar, Southern Regional Director, gave more details on the project. The Board informed staff of their concerns regarding the budget issues. Staff explained what changes will be implemented to address their concerns and support the school. Staff addressed the questions to the best of their knowledge, questions not addressed will be researched.

S. Sherkhanov made a motion to approve the increase in NexGen Contract resulting from MSA San Diego Phase II Construction Cost forecast for \$2,678,441. The MSA SD Phase II forecast is based on the estimate received from NexGen Building Group, plus 5% contingency allowance added, as reviewed by the construction committee.

D. Gonzalez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

N. Huynh	Aye
U. Yapanel	Absent
S. Orazov	Abstain
S. Sherkhanov	Aye
H. Beliak	Absent
D. Gonzalez	Aye
S. Dikbas	Abstain
R. Oten	Absent

F. Approval of Intra Company Loan to Pay William Scotsman Contract for MSA SD Facility Construction

N. Montijo, Chief Financial Officer, presented the temporary loan item to the Board. She explained that the loan would be paid with the bond once it closed. All questions were addressed.

S. Orazov made a motion to authorize a temporary inter-agency loan to cover the purchase of modular classrooms and restrooms from William Scotsman as approved by the Board on July 13, 2017.

N. Huynh seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Orazov	Aye
U. Yapanel	Absent

S. Sherkhanov Aye
N. Huynh Aye
R. Oten Absent
S. Dikbas Aye
H. Beliak Absent
D. Gonzalez Aye

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:15 PM.

Respectfully Submitted,
S. Sherkhanov

Cover Sheet

Approval of Amended Minutes from Special Board Meeting- September 7, 2017

Section: I. Opening Items
Item: G. Approval of Amended Minutes from Special Board Meeting-
September 7, 2017
Purpose: Approve Minutes
Submitted by:



Magnolia Public Schools

Minutes

Special Board Meeting

Date and Time

Thursday September 7, 2017 at 7:00 PM

Location

Teleconference: Dial:1.844.572.5683 Code: 1948435

Board members that participated remotely joined from the following locations:

Call In- Dial: 1.844.572.5683 Code: 1948435

- MPS Central Office: 250 E. 1st St. Ste 1500 Los Angeles, CA 90012 (Ms. Charlotte Brimmer, Dr. Saken Sherkhanov)
- MSA-2 17125 Victory Blvd. Lake Balboa (Ms. Sandra Covarrubias)
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- 5113 Babette Ave Los Angeles, CA 90066 (Ms. Diane Gonzalez)
- 449 36th Street #2 Brooklyn, NY 11232 (Mr. Nguyen Huynh)
- 9715 Lockford St. LA, CA 90035 (Rabbi Haim Beliak)

Board Members:

Dr. Saken Sherkhanov, Chair
Dr. Umit Yapanel, Secretary
Mr. Serdar Orazov, Treasurer
Dr. Salih Dikbas
Dr. Remzi Oten
Ms. Diane Gonzalez
Mr. Nguyen Huynh
Mr. Haim Beliak
Ms. Charlotte Brimmer
Ms. Sandra Covarrubias

CEO & Superintendent:

Dr. Caprice Young

Directors Present

C. Brimmer (remote), D. Gonzalez (remote), H. Beliak (remote), N. Huynh (remote), S. Covarrubias (remote), S. Dikbas (remote), S. Sherkhanov (remote)

Directors Absent

R. Oten, S. Orazov, U. Yapanel

I. Opening Items

A. Call the Meeting to Order

S. Sherkhanov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Sep 7, 2017 @ 7:10 PM at Teleconference: Dial:1.844.572.5683 Code: 1948435.

B. Record Attendance and Guests

Please refer to attendance information stated above.

C. Public Comments

There were no public comments.

D. Approval of Agenda

S. Sherkhanov made a motion to approve the agenda as presented.
C. Brimmer seconded the motion.
The board **VOTED** unanimously to approve the motion.

II. Action Items

A. Approval of 2017-18 Fiscal Policies and Procedures Manual

N. Montijo, Chief Financial Officer, explained the changes that were made to the Financial Policy Manual. She addressed all board member's questions on this item.

C. Brimmer made a motion to approve the revisions on the Financial Policy Manual as presented and to direct staff to have legal sign-offs documented on policies moving forward.

S. Sherkhanov seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

N. Huynh	Abstain
H. Beliak	Aye
S. Orazov	Absent
S. Dikbas	Abstain
U. Yapanel	Absent
D. Gonzalez	Aye
C. Brimmer	Aye
S. Covarrubias	Aye
R. Oten	Absent
S. Sherkhanov	Aye

B. Approval of MSA 4 and MSA 5 Petition Language

C. Young, Chief Executive Officer, informed the Board of the work California Charter Schools Association (CCSA) has led in order to support multiple charter schools with their petition renewals, specifically regarding the District Required Language (DRL) that LAUSD is proposing. She explained that CCSA along with multiple charter school leaders have spoken about the alternate language that

may be used to replace the LAUSD proposed DRL. MPS Board members and MPS staff spoke in depth about the required and the alternative language. Staff addressed all questions.

S. Sherkhonov made a motion to state that the board is in favor of using an alternative language to replace the District Required Language regarding the OIG investigation, facilities and adoption of LAUSD policies that have been sent previously to the MPS Board members for MSA 4 and MSA 5 petitions being submitted to Los Angeles Unified School District. .

D. Gonzalez seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

N. Huynh Aye
U. Yapanel Absent
S. Sherkhonov Aye
S. Dikbas Aye
D. Gonzalez Aye
S. Orazov Absent
H. Beliak Aye
R. Oten Absent
C. Brimmer Aye
S. Covarrubias Aye

C. Approval of Change Order for Whillock Contract for MSA SD

N. Montijo, Chief Financial Officer, explained that the change order would cover utility fees that were not budgeted. She addressed all Board member questions.

C. Brimmer made a motion to approve the payment of the change order submitted by Whillock Contracting, Inc. The contract addition is to "shut down, disconnect and cap sewer, water, gas and electric, fire alarm, intrusion, clock and pass bell systems of 7 portable buildings" at the new site.

D. Gonzalez seconded the motion.

The motion did not carry.

Roll Call

H. Beliak Abstain
N. Huynh Aye
R. Oten Absent
C. Brimmer Aye
U. Yapanel Absent
D. Gonzalez Aye
S. Orazov Absent
S. Sherkhonov Aye
S. Dikbas Aye
S. Covarrubias Aye

III. Information Items

A. MyOn Contract

K. Jackson, Chief Academic Officer, informed the board that MyOn is an already a board approved vendor and this item is to inform them that MSA 4 will now be joining the other Magnolia Academies in making use of these services. This was and information item, no actions were taken.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:10 PM.

Respectfully Submitted,
S. Sherkhanov

Cover Sheet

Approval of Minutes from Regular Board Meeting- September 14, 2017

Section: I. Opening Items
Item: H. Approval of Minutes from Regular Board Meeting- September
14, 2017
Purpose: Approve Minutes
Submitted by:



Magnolia Public Schools

Minutes

Regular Board Meeting

Date and Time

Thursday September 14, 2017 at 6:00 PM

Location

MSA 6: 3754 Dunn Dr. Los Angeles, CA 90034

Board Members who attended remotely joined from the following locations:

- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- 449 36th Street #2 Brooklyn, NY 11232 (Mr. Nguyen Huynh)

Board Members:

Dr. Saken Sherkhanov, Chair
Dr. Umit Yapanel, Secretary
Mr. Serdar Orazov, Treasurer
Dr. Salih Dikbas
Dr. Remzi Oten
Ms. Diane Gonzalez
Mr. Nguyen Huynh
Mr. Haim Beliak
Ms. Charlotte Brimmer
Ms. Sandra Covarrubias

CEO & Superintendent:

Dr. Caprice Young

Directors Present

C. Brimmer, D. Gonzalez, H. Beliak, N. Huynh (remote), S. Covarrubias, S. Sherkhanov, U. Yapanel

Directors Absent

R. Oten, S. Dikbas, S. Orazov

I. Opening Items

A. Call the Meeting to Order

S. Sherkhanov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Sep 14, 2017 @ 7:10 PM at MSA 6: 3754 Dunn Dr. Los Angeles, CA 90034.

B. Record Attendance and Guests

Please refer to board attendance information reported above.

C. Public Comments

There were no public comments.

D. Approval of Agenda

U. Yapanel made a motion to approve the agenda as presented.

D. Gonzalez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

R. Oten	Absent
S. Orazov	Absent
N. Huynh	Aye
C. Brimmer	Abstain
D. Gonzalez	Aye
S. Sherkhanov	Aye
H. Beliak	Aye
U. Yapanel	Aye
S. Covarrubias	Aye
S. Dikbas	Absent

E. Approval of Minutes from the Special Board Meeting- September 7, 2017

H. Beliak made a motion to approve minutes from the Special Board Meeting on 09-07-17 with the changes stated.

S. Sherkhanov seconded the motion.

The board **VOTED** unanimously to approve the motion.

F. Approval of Minutes from the Regular Board Meeting- August 10, 2017

H. Beliak made a motion to approve minutes from the Regular Board Meeting on 08-10-17 as presented.

S. Sherkhanov seconded the motion.

The board **VOTED** unanimously to approve the motion.

G. Approval of Minutes from the Special Board Meeting- August 10, 2017

H. Beliak made a motion to approve minutes from the Special Board Meeting on 08-10-17 as presented.

S. Sherkhanov seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Consent Items

A. Approval of NWEA Contract for 2017-18 for all MPS

S. Sherkhanov made a motion to approve the annual renewal of NWEA MAP and payment of invoice for the 2017-2018 school year, the item was approved under Consent Agenda.

C. Brimmer seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Approve Train of Thought as a Vendor and Approval of the MOU

S. Sherkhonov made a motion to approve Train for Thought as a vendor for all MPS for 2017-18 and approve its Memorandum Of Understanding for Magnolia Science Academy 3 for the 2017-2018 school year, this item was approved under Consent Agenda.

C. Brimmer seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Approval of 2016-17 Unaudited Actuals for all MPS

H. Beliak made a motion to discuss this item at the next Regular or Special board meeting.

S. Sherkhonov seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

R. Oten	Absent
S. Orazov	Absent
C. Brimmer	Aye
S. Sherkhonov	Aye
S. Covarrubias	Aye
N. Huynh	Aye
H. Beliak	Aye
D. Gonzalez	Aye
U. Yapanel	No
S. Dikbas	Absent

U. Yapanel made a motion to move the 2016-17 Unaudited Actuals for all MPS approval from Consent Agenda to a discussion item at this meeting.

H. Beliak seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

S. Covarrubias	Aye
H. Beliak	Aye
N. Huynh	Aye
R. Oten	Absent
D. Gonzalez	Aye
S. Orazov	Absent
S. Sherkhonov	Aye
C. Brimmer	Aye
S. Dikbas	Absent
U. Yapanel	Aye

K. Dietz, EdTec Representative, presented the unaudited financials to the Board with input from N. Montijo, Chief Financial Officer. The Board and staff discussed these reports at length. Approval of the unaudited financials was postponed for the next board meeting.

III. Action Items

A. Approval of Ratification of MSA SD STRS Payment

MPS staff explained to the Board the ratification of MSA San Diego STRS payment. K. Dietz, EdTec Representative, explained that in the beginning of the opening of the schools contracts were from August to July and one month overlapped to the following fiscal year causing some of these issues. The issues

and penalties from 2010-17 have been addressed. The Board requested an itemized break down of the actions that were taken by employee and by year. U. Yapanel made a motion to approve the ratification payment as presented and direct staff to present a detailed report in October that states what MPS is paying CalSTRS, and the details of this payment and a plan of action. .

C. Brimmer seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

N. Huynh	Aye
S. Dikbas	Absent
U. Yapanel	Aye
S. Sherkhanov	Aye
S. Orazov	Absent
H. Beliak	Aye
S. Covarrubias	Aye
R. Oten	Absent
D. Gonzalez	Aye
C. Brimmer	Aye

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:25 PM.

Respectfully Submitted,
S. Sherkhanov

Cover Sheet

Approval of Minutes from Special Ad-Hoc Committee (MSA SD Facility) Meeting- September 19, 2017

Section: I. Opening Items
Item: I. Approval of Minutes from Special Ad-Hoc Committee (MSA SD Facility) Meeting- September 19, 2017
Purpose: Approve Minutes
Submitted by:



Magnolia Public Schools

Minutes

Special Ad Hoc Committee Meeting

Date and Time

Tuesday September 19, 2017 at 6:00 PM

Location

Teleconference Dial: 1.844.572.5683 Code: 1948435

Board members who attended the meeting remotely attended from the following locations:

- 9715 Lockford St. LA, CA 90035 (Rabbi Haim Beliak)
- 7528 Yarmouth Ave. Reseda, CA 91335 (Dr. Saken Sherkhonov)
- 683 East Loyola Avenue, Carson, CA 90746 (Ms. Charlotte Brimmer)

MPS Ad-Hoc Committee Members:

Dr. Saken Sherkhonov
Ms. Charlotte Brimmer
Mr. Haim Beliak

CEO & Superintendent:

Dr. Caprice Young

Notice of Closed Session Agenda Items

Due to space limitations on the following pages of the agenda, notice of closed session agenda items is provided here.

II B. Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one case

Committee Members Present

C. Brimmer, H. Beliak, S. Sherkhonov

Committee Members Absent

None

I. Opening Items

A. Call the Meeting to Order

S. Sherkhonov called a meeting of the Ad-Hoc Committee committee of Magnolia Public Schools to order on Tuesday Sep 19, 2017 @ 6:07 PM at Teleconference Dial: 1.844.572.5683 Code: 1948435.

B. Record Attendance and Guests

All board members were present on the call.

C. Approval of Agenda

H. Beliak made a motion to Approve the agenda.
S. Sherkhonov seconded the motion.
The committee **VOTED** unanimously to approve the motion.

Roll Call

S. Sherkhonov Aye
H. Beliak Aye
C. Brimmer Aye

II. Closed Session Items

A. Public Announcement of Closed Session Item(s)

S. Sherkhonov informed the public that committee members would go into Closed Session to discuss the items on the agenda.

B. Conference with Legal Counsel- Anticipated Litigation

Committee members discussed this in Closed Session.

C. Public Announcement of Actions Taken During Closed Session

S. Sherkhonov, reported out that no action was taken during Closed Session.

III. Action Items

A. Approval of Change Order for MSA-San Diego Facility Project

H. Beliak made a motion to accept the change order as reviewed by the MPS attorney, not to exceed \$168,000.
S. Sherkhonov seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

C. Brimmer No
S. Sherkhonov Aye
H. Beliak Aye

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:55 PM.

Respectfully Submitted,

S. Sherkhanov

Cover Sheet

Approval of 2017-18 Compliance Monitoring and Certification of Board Compliance Review for MSA-4-8

Section: II. Consent Items
Item: A. Approval of 2017-18 Compliance Monitoring and Certification of Board Compliance Review for MSA-4-8
Purpose: Vote
Submitted by:
Related Material: II A MSA 4-8 Compliance Monitoring Forms.pdf



Board Agenda Item #	Agenda # II A
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of Compliance Monitoring and Certification of Board Compliance Review for MSA 4-8

Proposed Board Recommendation

I move that the board approve the 2017-18 Compliance Monitoring and Certification of Board Compliance Review for MSA 4-8.

Background

This is an annual item that the Board needs to approve for LAUSD authorized MPS schools. LAUSD requires that each charter school get this certification approved by their board and submit it along with approved board agenda and minutes. This document certifies that the charter school meets all compliance requirements indicated on the document. The school principals and the Home Office ensure the compliance items are met. The Board Chair needs to sign each certification upon Board review and approval.

Budget Implications

N/A

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

It is part of the Board's fiduciary governance responsibility to ensure that MPS charter schools comply with all applicable laws and other requirements as indicated on the attached forms.

Name of Staff Originator:

David Yilmaz, Chief Accountability Officer

Attachments

- Compliance Monitoring and Certification of Board Compliance Review 2017-18 (one for each MSA-4-8)

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2017-2018*

School Name: MAGNOLIA SCIENCE ACADEMY-4

LAUSD Loc. Code: 8011

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2017-2018" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. Teachers of core/college preparatory subjects	For each certificated	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(1);	staff member: Credential(s) appropriate for the position(s) to which the person has been assigned			
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2017-2018 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7) c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016) , schools serving grades 7-12 only	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Documentation of Pupil Suicide Prevention Policy training (schools serving grades 7-12 only)			
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2017-2018 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

current DRL.				
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> • Ralph M. Brown Act, Gov. Code §§ 54950-54963 • Political Reform Act, Gov. Code §§ 81000-91015 • Public Records Act, Gov. Code §§ 6250-6276.48 See current DRL.	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved	Current and signed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>charter, Governing Board-approved, and signed by the Governing Board secretary.</p>	<p>Board-approved bylaws</p>			
<p>15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants, which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.</p>	<p>[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/</p>	<p>The governing board has reviewed the school’s:</p> <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy. See Healthy, Hunger Free Kids Act of 2010 (Public Law 111–296); Child Nutrition and WIC Reauthorization Act of 2004.</p> <p>Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.</p>	<p>Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school’s Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.</p>	<p>Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>19. The charter school ensures compliance with the LAUSD’s Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted</p>	<p>Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a notice of such status in its main office.	documentation is available both manually and electronically			
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies. (For schools with pupils in grades 7 to 12.)	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S

COMPLIANCE REVIEW

(by end of 7th week of school)

The undersigned hereby certifies that, on

9/18/17

the School Administrator of

Date(s)

MAGNOLIA SCIENCE ACADEMY-4

Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.

LISA ROSS

Printed Name of School Administrator



Signature of School Administrator

9/20/17

Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

***before March 16, 2018

The undersigned hereby certifies that, on 10/12/2017, the Governing Board of
Date(s)

MAGNOLIA SCIENCE ACADEMY - 4
Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.**

<small>Printed Name of Governing Board Chair</small>	<small>Signature of Governing Board Chair</small>	<small>Date Signed</small>

- ** Please attach the relevant Board agenda(s) approved minutes for the meeting(s) and agenda approving the minutes at which the Board has reviewed the school's compliance with the items listed above.
- *** For your awareness, beginning in the 2018-2019 school year, the governing board's certification review will be due to the CSD in December 2018.

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2017-2018*

School Name: MAGNOLIA SCIENCE ACADEMY-5LAUSD Loc. Code: 8012

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2017-2018" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(1);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2017-2018 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016) , schools serving grades 7-12 only	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training (schools serving grades 7-12 only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2017-2018 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> • Ralph M. Brown Act, Gov. Code §§ 54950-54963 • Political Reform Act, Gov. Code §§ 81000-91015 • Public Records Act, Gov. Code §§ 6250-6276.48 <p>See current DRL.</p>	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary.	Current and signed Board-approved bylaws	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111–296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies. (For schools with pupils in grades 7 to 12.)	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW

(by end of 7th week of school)

The undersigned hereby certifies that, on 9/18/17 the School Administrator of _____
Date(s)

MAGNOLIA SCIENCE ACADEMY-5
Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.

BRAD PLONKA <small>Printed Name of School Administrator</small>	 <small>Signature of School Administrator</small>	9/18/17 <small>Date Signed</small>
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CERTIFICATION OF BOARD COMPLIANCE REVIEW

***before March 16, 2018

The undersigned hereby certifies that, on 10/12/2017, the Governing Board of
Date(s)

Magnolia Science Academy - 5

Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.**

<small>Printed Name of Governing Board Chair</small>	<small>Signature of Governing Board Chair</small>	<small>Date Signed</small>

**** Please attach the relevant Board agenda(s) approved minutes for the meeting(s) and agenda approving the minutes at which the Board has reviewed the school's compliance with the items listed above.**

***** For your awareness, beginning in the 2018-2019 school year, the governing board's certification review will be due to the CSD in December 2018.**

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2017-2018*

School Name: MAGNOLIA SCIENCE ACADEMY-6

LAUSD Loc. Code: 8013

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2017-2018" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(1);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2017-2018 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016), schools serving grades 7-12 only	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training (schools serving grades 7-12 only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2017-2018 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> • Ralph M. Brown Act, Gov. Code §§ 54950-54963 • Political Reform Act, Gov. Code §§ 81000-91015 • Public Records Act, Gov. Code §§ 6250-6276.48 <p>See current DRL.</p>	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary.	Current and signed Board-approved bylaws	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111–296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies. (For schools with pupils in grades 7 to 12.)	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW
(by end of 7th week of school)

The undersigned hereby certifies that, on 9/18/17 the School Administrator of
Date(s)

MAGNOLIA SCIENCE ACADEMY-6
Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.

JOHN TERZI		9/18/17
Printed Name of School Administrator	Signature of School Administrator	Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

***before March 16, 2018

The undersigned hereby certifies that, on 10/12/2017, the Governing Board of
Date(s)

Magnolia Science Academy - 6

Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.**

<small>Printed Name of Governing Board Chair</small>	<small>Signature of Governing Board Chair</small>	<small>Date Signed</small>

** Please attach the relevant Board agenda(s) approved minutes for the meeting(s) and agenda approving the minutes at which the Board has reviewed the school's compliance with the items listed above.

*** For your awareness, beginning in the 2018-2019 school year, the governing board's certification review will be due to the CSD in December 2018.

**COMPLIANCE MONITORING AND
CERTIFICATION OF BOARD COMPLIANCE REVIEW
2017-2018***

School Name: MAGNOLIA SCIENCE ACADEMY-7

LAUSD Loc. Code: 8014

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2017-2018" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(I);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2017-2018 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
c. Blood borne Pathogens training (see 8 CCR- § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016) , schools serving grades 7-12 only	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training (schools serving grades 7-12 only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2017-2018 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> • Ralph M. Brown Act, Gov. Code §§ 54950-54963 • Political Reform Act, Gov. Code §§ 81000-91015 • Public Records Act, Gov. Code §§ 6250-6276.48 <p>See current DRL.</p>	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	☒	☐	☐
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary.	Current and signed Board-approved bylaws	☒	☐	☐
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	☒	☐	☐
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	☒	☐	☐
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111–296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	☒	☐	☐

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies. (For schools with pupils in grades 7 to 12.)	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW
(by end of 7th week of school)

The undersigned hereby certifies that, on 9/18/17 the School Administrator of
Date(s)

MAGNOLIA SCIENCE ACADEMY-7
Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.

FATIH METIN	<i>Fatih Metin</i>	9/18/2017
Printed Name of School Administrator	Signature of School Administrator	Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

***before March 16, 2018

The undersigned hereby certifies that, on 10/12/2017, the Governing Board of
Date(s)

Magnolia Science Academy -- 7

Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.**

Printed Name of Governing Board Chair	Signature of Governing Board Chair	Date Signed

**** Please attach the relevant Board agenda(s) approved minutes for the meeting(s) and agenda approving the minutes at which the Board has reviewed the school's compliance with the items listed above.**

***** For your awareness, beginning in the 2018-2019 school year, the governing board's certification review will be due to the CSD in December 2018.**

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2017-2018*

School Name: MAGNOLIA SCIENCE ACADEMY-8 (BELL)

LAUSD Loc. Code: 5166

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2017-2018" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(1);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2017-2018 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016), schools serving grades 7-12 only	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training (schools serving grades 7-12 only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2017-2018 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> • Ralph M. Brown Act, Gov. Code §§ 54950-54963 • Political Reform Act, Gov. Code §§ 81000-91015 • Public Records Act, Gov. Code §§ 6250-6276.48 <p>See current DRL.</p>	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary .	Current and signed Board-approved bylaws	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111–296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 2018
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies. (For schools with pupils in grades 7 to 12.)	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY MARCH 11 2018
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW

(by end of 7th week of school)

The undersigned hereby certifies that, on 9/18/17 the School Administrator of

Date(s)

MAGNOLIA SCIENCE ACADEMY-8 (BELL)

Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.

JASON HERNANDEZ		9/18/17
Printed Name of School Administrator	Signature of School Administrator	Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

***before March 16, 2018

The undersigned hereby certifies that, on 10/12/2017, the Governing Board of
Date(s)

Magnolia Science Academy --8 (Bell)

Name of Charter School

reviewed the school's compliance related policies, systems, and procedures.**

Printed Name of Governing Board Chair	Signature of Governing Board Chair	Date Signed

- ** Please attach the relevant Board agenda(s) approved minutes for the meeting(s) and agenda approving the minutes at which the Board has reviewed the school's compliance with the items listed above.

- *** For your awareness, beginning in the 2018-2019 school year, the governing board's certification review will be due to the CSD in December 2018.

Cover Sheet

Resolution to Adopt LAUSD's Suicide Prevention Policy for Co-located Sites

Section: II. Consent Items
Item: B. Resolution to Adopt LAUSD's Suicide Prevention Policy for Co-located Sites
Purpose: Vote
Submitted by:
Related Material: II B Suicide Prevention Policy for Co Located Sites.pdf



Board Agenda Item #	II B – Consent Agenda
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Adopt LAUSD's Suicide Prevention Policy for Co-located Sites

Proposed Board Recommendation

I move that the board approve LAUSD's Suicide Prevention policy for co-located schools governed by LAUSD as its authorizer.

Background

Charter schools which are co-located on district sites adhere to the District's Health, Safety and Emergency Plan which incorporates the District's Suicide Prevention Policy. Therefore governing boards of co-located charter schools must adopt the District's policy in their resolution for any site co-located on district property.

Budget Implications

There are no budget implications.

Name of Staff Originator:

Victoria Marzouk, Director of Student Services

Attachments

LAUSD Suicide Prevention Policy



GOVERNING BOARD RESOLUTION TO ADOPT LAUSD’S YOUTH SUICIDE PREVENTION POLICY FOR ITS CO-LOCATED CAMPUSES

Resolution # 20171012-1

WHEREAS, the Board of Directors of Magnolia Public Schools (MPS) has discussed the need to create a comprehensive safe school plan in collaboration with LAUSD for its co-located campuses, MSA4, MSA5, and MSA8, MPS will adopt LAUSD’s Youth Suicide Prevention Policy.

NOW THEREFORE, IT IS RESOLVED that the Board of Directors authorizes the adoption of Los Angeles Unified School District’s Youth Suicide Prevention Policy for its co-located campuses, MSA4, MSA5, and MSA8. MPS CEO and principals are authorized to take all steps necessary for adoption.

PASSED AND ADOPTED by the board of Directors at a meeting held on October 12, 2017, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Umit Yanel, MPS Board Secretary

Date



LOS ANGELES UNIFIED SCHOOL DISTRICT

POLICY BULLETIN

TITLE: Suicide Prevention, Intervention and Postvention
(Students)

NUMBER: BUL-2637.2

ISSUER: Thelma Meléndez de Santa Ana, Ph.D.
Chief Executive Officer
Office of Educational Services

Erika F. Torres
Executive Director
Student Health and Human Services

DATE: November 14, 2016

POLICY: The Los Angeles Unified School District (LAUSD) is committed to providing a safe, civil and secure school environment. It is the District's charge to respond appropriately to a student expressing or exhibiting suicidal ideation or behaviors and to follow-up in the aftermath of a death by suicide.

This policy is applicable to all schools, District and school-related activities and in all areas within the District's jurisdiction.

MAJOR CHANGES: **For support and consultation, contact School Mental Health Crisis Counseling and Intervention Services (SMH CCIS) at (213) 241-3841 Monday-Friday (8:00 a.m.-4:30 p.m.). After hours, contact the Los Angeles School Police Department (LASPD) at (213) 625-6631.**

This bulletin replaces BUL-2637.1 *Suicide Prevention, Intervention and Postvention*, on the same subject issued by School Operations and Student Health and Human Services, dated July 16, 2012.

The following are major changes included in this bulletin:

- Clarification of guidelines and practices regarding when certificated staff accompany a student to the hospital (Page 7)
- Guidance for providing pertinent student information, including a summary of the incident and any related documents, when a student is transported for a psychiatric evaluation (Page 7)
- The level of risk, **No Known Current Risk**, has been added as an option to use when determining level of risk. Please note that assessing at this level still recommends action steps, including contacting the parent and documenting on iSTAR (see Attachment C).
- Tables in the previous bulletin, including levels of risk, definitions, and action plan options, have been moved to Attachments B and C.

ROUTING
All Employees
All Locations



LOS ANGELES UNIFIED SCHOOL DISTRICT

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- All attachments were revised and updated. For additional handouts and information in additional languages* please visit <https://suicideprevention.lausd.net>.
- With the exception of Attachments A1 and A2, attachments identified by letter and number, such as D1 and D2, signify that the first part (1) includes guidance and recommendations for how to complete the second part (2) which is the template or form. For ease of use, the templates and forms have been made fillable. Attachments A1 and A2 are abbreviated versions of the protocols outlined for responding to suicidal ideation and self-injury.
- The following new attachments have been added to this bulletin:
 - Attachment D1 – *Recommendations for Developing a Student Safety Plan*
 - Attachment D2 – *Student Safety Plan template*
 - Attachment G1 – *Completion of the Summary of Relevant Student Information*
 - Attachment G2 – *Summary of Relevant Student Information template*
 - Attachment H – *Return to School Information for Parent/Guardian**
 - Attachment J1 – *Recommendations for RARD Completion on iSTAR*
 - Attachment K – *Sign-in Sheet Template for Meeting*
 - Attachment M – *Suicide Prevention Awareness for Parents/Caregivers**
 - Attachment N – *Self-Injury Awareness for Parents/Caregivers**

PURPOSE: The purpose of this bulletin is to outline administrative procedures for intervening with suicidal and self-injurious students and offer guidelines to school site crisis teams in the aftermath of a student death by suicide.

BACKGROUND: In 2015, LAUSD’s Youth Risk Behavior Survey indicated that: over 30% of high school students reported a prolonged sense of sadness or hopelessness every day for two or more continuous weeks; over 22% of middle school and 14% of high school students seriously considered attempting suicide; and 9.1% of middle school and 8.4% of high school students actually attempted suicide.

Suicide is a serious public health problem that takes an enormous toll on families, students, employees and communities. Suicide prevention involves the collective efforts of families/caregivers, the school community, mental health practitioners, local community organizations, and related professionals to reduce the incidence of suicide through education, awareness, and services. School personnel are instrumental in helping students and their families by identifying students at-risk and linking them to school and community mental health resources.

GUIDELINES: I. [**DEFINITIONS**](#)

Self-Injury

Self-injury is the deliberate act of harming one’s own body, through means such as cutting or burning. Although self-injury often lacks suicidal intent, youth who self-injure are more likely to attempt suicide. For this reason, it is



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crucial that students who engage in self-injury are assessed for suicide risk. Self-injury is an unhealthy way to cope with emotional pain, intense anger or frustration.

Warning Signs

Warning signs are behaviors that signal the possible presence of suicidal thinking. They might be regarded as cries for help or invitations to intervene. Warning signs indicate the need for an adult to immediately ascertain whether the student has thoughts of suicide or self-injury. Warning signs include: suicide threat (direct or indirect); suicide notes and plans; prior suicidal behavior; making final arrangements; preoccupation with death; and changes in behavior, appearance, thoughts and/or feelings.

II. RESPONSIBILITIES OF DISTRICT EMPLOYEES

All employees are expected to:

- Inform the school site administrator/designee immediately or as soon as possible of concerns, reports or behaviors relating to student suicide and self-injury.
- Adhere to the Suicide Prevention, Intervention and Postvention (SPIP) policy.

A. Administrator or Designee should:

1. Respond to reports of students at risk for suicide or exhibiting self-injurious behaviors immediately or as soon as possible.
2. Monitor and follow-up to ensure that the risk has been mitigated through support and resources.
3. Ensure that the SPIP policy is implemented.
4. Provide follow-up to relevant staff such as Local District Operations, as needed.
5. Update iSTAR, as needed.

B. Local District Administrators and Staff should:

1. Be responsible for providing training and adherence for the SPIP policy.
2. Designate Local District staff to ensure the implementation of the SPIP policy and provide guidance and support, as needed, to the school site.

C. District Office Staff should:

1. Support the SPIP policy by assisting Local Districts and schools with guidance and consultation, as needed.

III. PREVENTION

Suicide prevention involves school-wide activities and programs that enhance connectedness, contribute to a safe and nurturing environment, and strengthen protective factors that reduce risk for students. Suicide prevention



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includes:

- A. Promoting positive school climate by reinforcing the BUL-6231.0, *Discipline Foundation Policy: School-wide Positive Behavior Intervention Support*.
- B. Increasing staff, student and parent/guardian knowledge and awareness of risk factors and warning signs of youth suicide and self-injury.
- C. Monitoring students' emotional state and well-being, as well as engaging students by providing structure, guidance, and fair discipline.
- D. Modeling and teaching desirable skills and behavior.
- E. Promoting access to school and community resources.

IV. **INTERVENTION: PROTOCOL FOR RESPONDING TO STUDENTS AT RISK FOR SUICIDE**

The following are general procedures for the administrator/designee to respond to reports of students at risk for suicide or exhibiting self-injurious behaviors. **For an abbreviated version of the protocol outlined below, see Attachment A1 - Protocol for Responding to Students At Risk for Suicide.**

The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed.

A. Respond Immediately

1. Report concerns or incidents to the administrator/designee immediately or as soon as possible. Make direct contact with the administrator/designee. For example, do not wait until the end of the day or leave a note, send an e-mail, or leave a voicemail without ensuring that the message was received.
2. Supervise the student at all times. Ensure that any student sent to the office for assessment is accompanied by a staff member, not a student.

B. Secure the Safety of the Student

1. For immediate, emergency life threatening situations call 911.
2. Supervise the student at all times.
3. If appropriate, conduct an administrative search of the student to ensure there is no access to means, such as razor blades or pills.
4. If a student is agitated, unable to be contained or there is a need for immediate assistance, contact the LASPD at (213) 625-6631 or the local law enforcement agency.
5. District employees should not transport students. This does not pertain to LASPD officers.
6. If the school receives information that the student may pose a danger to self and/or others but is not in attendance, contact LASPD or local law enforcement to conduct a welfare check to determine the safety and well-being of the student.



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C. Assess for Suicide Risk

1. The administrator/designee or designated school site crisis team member should gather essential background information that will help with assessing the student's risk for suicide (e.g., what the student said or did, information that prompted concern or suspicion, copies of any concerning writings, drawings, text messages, social media, or previous iSTAR history).
2. The administrator/designee or the designated school site crisis team member should meet with the student to complete a risk assessment. Based on the information gathered and assessment of the student, the assessing party should collaborate with at least one other designated school site crisis team member to determine the level of risk. **See Attachment B - Suicide Risk Assessment Tool for questions to ask, levels of risk, definitions, and warning signs.**
3. If the assessing party makes phone calls for consultation, these should be made in a confidential setting and not in the presence of the student of concern. The student should be supervised at all times by another designated staff member.

The privacy of all students should be protected at ALL times. Disclose information only on right to know and need to know basis.

D. Communicate with Parent/Guardian

The administrator/designee or designated school site crisis team member should contact the parent/guardian or consult the emergency card for an appropriate third party. When communicating with parent/guardian:

1. Share concerns and provide recommendations for safety in the home (e.g., securing/removing firearms, medications, cleaning supplies, cutlery, razor blades).
2. If the student is transported to the hospital, communicate a plan for re-entry pursuant to **Attachment E – Student Re-Entry Guidelines**. Complete and provide parent/guardian **Attachment H – Return to School Information for Parent/Guardian** which outlines steps to facilitate a positive transition back to school.
3. Provide school and/or local community mental health resources, including the nearest SMH Clinic or District Wellness Center. Students with private health insurance should be referred to their provider.
4. Facilitate contact with community agencies and follow-up to ensure access to services.
5. Provide a copy of **Attachment M - Suicide Prevention Awareness for Parents/Caregivers** or **Attachment N - Self-Injury Awareness for Parents/Caregivers**.
6. Obtain parent/guardian permission to release and exchange information with community agency staff using **Attachment F – Parent/Guardian Authorization for Release/Exchange of Information**.



LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

E. Determine Appropriate Action Plan

The assessing party should collaborate with at least one other designated school site crisis team member to determine appropriate action(s) based on the level of risk. **Refer to Attachment C - Suicide Risk Assessment Levels, Warning Signs & Action Plan Options.** Action items should be based upon the severity and risk of suicide. There are circumstances that might increase a student's suicide risk. Examples may include bullying, suspension, expulsion, relationship problems, significant loss, interpersonal conflict, or sexual orientation/gender bias (see Section VIII- Responding to Students Who May Be Lesbian, Gay Bisexual, Transgender, Queer/Questioning). The action plan determined should be documented and managed by the school site administrator/designee. Actions may include:

1. Develop a safety plan. A safety plan is a prioritized list of coping strategies and resources that a student may use before, during, or after a suicidal crisis. **See Attachment D1- Recommendations for Developing a Student Safety Plan and D2 – Student Safety Plan template.**
 - a. Throughout the safety planning process, the likelihood of the student implementing the steps should be assessed and potential obstacles should be identified. A collaborative problem solving approach should be used to address any potential barriers to the student utilizing the safety plan.
 - b. If the student enrolls in a new school, the safety plan should be reviewed with the new school site crisis team to ensure continuum of care and revised as needed.
2. Follow student re-entry guidelines. **See Attachment E, Student Re-entry Guidelines** for a checklist of action items to consider and **Attachment K, Sign-in Sheet Template for Meeting** to document participation in any re-entry or safety planning meeting.
 - a. A student returning to school following psychiatric evaluation or hospitalization, including psychiatric and drug/alcohol inpatient treatment, must have written permission by a licensed California health care provider to attend school (**see Attachment I - Medical Clearance for Return to School**).
 - b. If the student has been out of school for any length of time, including mental health hospitalization, the school site administrator/designee may consider holding a re-entry meeting with key support staff, parents, and student to facilitate a successful transition.
 - c. As appropriate, consider an assessment for special education for a student whose behavioral and emotional needs affect their ability to benefit from their educational program (see BUL-5577.1 *Counseling and Educationally Related Intensive Counseling Services (ERICs) for Students with Disabilities*).



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3. Mobilize a support system and provide resources. **See Attachment P - Resource Guide.**
 - a. Connect student and family with social, school and community supports.
 - b. For mental/physical health services, refer the student to School Mental Health, the nearest Wellness Center, a community resource provider, or their health care provider.
4. Monitor and manage.
 - a. The administrator/designee should monitor and manage the case as it develops and until it has been determined that the student no longer poses an immediate threat to self.
 - b. Maintain consistent communication with appropriate parties on a need to know basis.
 - c. If the parent/guardian is not following the safety recommendations, a suspected child abuse report may be filed. See BUL-1347.3 - *Child Abuse and Neglect Reporting Requirements*.

F. Important Considerations

The following are clarifications of some of the action plan options noted above:

1. **When Certificated Staff Accompany a Student to the Hospital**

If PMRT or law enforcement determines that the student will be transported to an emergency hospital/medical facility, the school site administrator should designate a certificated staff member to accompany the student if:

- a. The student requests the presence of a staff member.
- b. The school is unable to make contact with the parent/guardian.
- c. Parent/guardian is unavailable to meet the student at the hospital.
- d. Deemed appropriate pursuant to circumstances, such as age, developmental level, or pertinent historical student information.

2. **Providing Information for a Psychiatric Evaluation**

If the student will be transported, the assessing party should complete **Attachment G2 – Summary of Relevant Student Information**, indicating summary of incident and pertinent historical information. This document should be provided to PMRT or law enforcement prior to transporting to an emergency hospital. For information on how to complete Attachment G2, refer to **Attachment G1 – Completion of the Summary of Relevant Student Information**.

G. Document All Actions

1. The administrator/designee shall maintain records and documentation of actions taken at the school for each case by completing an incident report and Risk Assessment Referral Data (RARD) in the Incident System Tracking Accountability Report (iSTAR). For information on completing iSTAR reports with the issue type *Suicidal Behavior*, see



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Attachment J1 – Recommendations for RARD Completion on iSTAR.

2. When documenting in iSTAR, include the 10-digit student identification number for the student in the *Persons Involved* tab. Any previous reports involving the student entered will be displayed in this tab, which may influence additional safety and action planning.
3. If the student is assessed by a member of the school site crisis response team who does not have reporting access to iSTAR, the school site crisis team member should complete **Attachment J2 – RARD** and submit it to the school site administrator within 24 hours or by the end of the next school day, for submission on iSTAR. The RARD should not be mailed to School Mental Health.
4. Notes, documents and records related to the incident are considered confidential information and remain privileged to authorized personnel. These notes should be kept in a confidential file separate and apart from the student’s cumulative records.
5. If a student for whom a RARD has been completed transfers to a school within or outside the District, the sending school may contact the receiving school to share information and concerns, as appropriate, to facilitate a successful supportive transition. To ensure a continuum of care within the District, a safety plan with the new school’s crisis team should be developed.

V. **INTERVENTION: PROTOCOL FOR RESPONDING TO STUDENTS WHO SELF-INJURE**

Self-injury is the deliberate act of harming one’s own body, through means such as cutting or burning. Although self-injury often lacks suicidal intent, youth who self-injure are more likely to attempt suicide. Therefore, it is important to assess students who cut or exhibit any self-injurious behaviors for suicidal ideation. **For an abbreviated version of the protocol outlined below, see Attachment A2 - Protocol for Responding to Students Who Self-Injure.**

A. Warning Signs of Self-Injury

- Frequent or unexplained bruises, scars, cuts or burns
- Consistent, inappropriate use of clothing to conceal wounds (e.g., long sleeves or turtlenecks, especially in hot weather; bracelets to cover the wrists; not wanting to change clothing for Physical Education).
- Possession of sharp implements (e.g., razor blades, shards of glass, thumb tacks)
- Evidence of self-injury (e.g., journals, drawings, social networking sites)

B. Protocol for Responding to a Student who Self-Injures

1. Respond immediately or as soon as possible.
2. Supervise the student.



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3. Conduct an administrative search of student for access to means.
4. Assess for suicide risk using the protocol outlined in Section IV.
5. Communicate with and involve the parent/guardian, even if the student is not suicidal, so the behavior may be addressed as soon as possible. **Provide handout Attachment N - Self-Injury Awareness for Parents/Caregivers.**
6. Encourage appropriate coping and problem-solving skills; do not shame the student about engaging in self-injury.
7. Listen calmly and with empathy; reacting in an angry, shocked or shaming manner may increase self-injurious behaviors.
8. Develop a safety plan with the student. **See Attachment D1– Recommendations for Developing a Student Safety Plan and D2 – Student Safety Plan template.**
9. Provide resources. **See Attachment P – Resource Guide.**
10. Document all actions in the RARD on iSTAR; include student identification number in the Persons Involved tab of iSTAR.

C. Self-Injury and Contagion

Self-injurious behaviors may be imitated by other students and can spread across grade levels, peer groups and schools. The following are guidelines for addressing self-injurious behaviors among a group of students:

1. Respond immediately or as soon as possible.
2. Respond individually to students, but try to identify peers and friends who may also be engaging in self-injurious behaviors.
3. As students are identified, they should be supervised in separate locations.
4. Each student should be assessed for suicide risk individually using the protocol outlined in Section IV.
5. If the self-injurious behavior involves a group of students, the assessment of each student individually will often identify a student whose behaviors have encouraged the behaviors of others. This behavior may be indicative of more complex mental health issues for this particular student.

D. Other Considerations for Responding to Self-Injury and Contagion

The following are guidelines for how to respond as a school community when addressing self-injurious behaviors among a group of students:

1. Self-injury should be addressed with students individually and never in group settings, such as student assemblies, public announcements, school newspapers, or the classroom.
2. When self-injurious behaviors are impacting the larger school community, schools may respond by inviting parent(s)/guardian(s) to an informational parent meeting at the school. Considerations should be made for supervising students and children during this time. The meeting should be reserved for parent(s)/guardian(s) only (see **Attachment O – Sample Letter to Parent/Guardian RE: Self-**



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Injury).

3. Consult and work with the Office of Communications (213) 241-6766 for dissemination of information regarding a parent meeting or other media matters, as needed.

VI. **SUSPECTED CHILD ABUSE OR NEGLECT**

If child abuse or neglect by a parent/guardian is suspected or there is reasonable suspicion that contacting the parent/guardian may escalate the student's current level of risk, or the parent/guardian is contacted and unwilling to respond, report the incident to the appropriate child protective services agency following the District's *Child Abuse and Neglect Reporting Requirements*, BUL-1347.3. This report should include information about the student's suicide risk level and any concerning ideations or behaviors. The reporting party must follow directives provided by the child protective services agency personnel.

VII. **RESPONDING TO STUDENTS WITH DISABILITIES**

For students with disabilities whose behavioral and emotional needs are: documented to be more intense in frequency, duration, or intensity; affect their ability to benefit from their special education program; and are manifested at the school, at home, and in the community, follow guidelines as indicated in BUL-5577.1 *Counseling and Educationally Related Intensive Counseling Services (ERICs) for Students with Disabilities* and contact the Division of Special Education ERICS Department at (213) 241-8303 for assistance.

Self-injurious behaviors may be exhibited by students with profound disabilities without being indicative of suicide or suicidal ideation. Please follow District guidelines as indicated in BUL-6269.0, *Multi-Tiered System of Behavior Support for Students with Disabilities* and contact the Division of Special Education at (213) 241-6701 for further assistance.

VIII. **RESPONDING TO STUDENTS WHO MAY BE LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER/QUESTIONING (LGBTQ)**

LGBTQ youth who are targets of bias, bullying or rejection at home or at school have elevated rates of suicidality, compared to non-LGBTQ youth. LGBTQ students with rejecting families have an eight-fold increased risk for suicidal ideation than do LGBTQ students with accepting families.

When working with LGBTQ youth, the following should be considered:

- A. Assess the student for suicide risk using the protocol in Section IV.
- B. Do not make assumptions about a student's sexual orientation or gender identity. The risk for suicidal ideation is greatest among students who are struggling to hide or suppress their identity.
- C. Be affirming. Students who are struggling with their identity are on alert



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for negative or rejecting messages about sexual orientation and gender identity.

- D. Do not “out” students to anyone, including parent(s)/guardian(s). Students have the right to privacy about their sexual orientation or gender identity.
- E. Provide LGBTQ-affirming resources (see Attachment P – Resource Guide).
- F. Ensure safe campuses (see BUL-6224.1 *Transgender Students - Ensuring Equity and Nondiscrimination*).

IX. OTHER RELATED MATTERS

A. Responding to Threats and School Violence

For matters related to students exhibiting suicidal ideation and threatening or violent behaviors towards others, follow guidelines as indicated in BUL-5799.0 *Threat Assessment and Management (Student-to-Student, Student-to-Adult)* or contact the Local District Operations staff. If immediate assistance is needed, contact LASPD or local law enforcement.

B. Responding to Bullying and Hazing

For matters related to students expressing suicidal ideation in conjunction with reports of bullying or hazing, additional guidelines indicated in BUL-5212.2 *Bullying and Hazing Policy (Student-to-Student and Student-to-Adult)* should be followed or contact the Local District Operations staff.

C. Responding to Hate Violence

For matter related to students expressing suicidal ideation in conjunction with reports of hate-motivated violence, additional guidelines indicated in BUL-2047.1 *Hate-Motivated Incidents and Crimes – Response and Reporting* should be followed or contact the Local District Operations staff.

X. POSTVENTION: PROTOCOL FOR RESPONDING TO A STUDENT DEATH BY SUICIDE

The following are general procedures for the administrator/designee in the event of a death by suicide. **See Attachment L, Postvention: Protocol for Responding to a Student Death by Suicide for an abbreviated version of the protocol indicated below.**

A. Gather Pertinent Information

1. Confirm cause of death is the result of suicide, if this information is available.
2. The administrator/designee should designate a certificated staff member to be the point of contact with the family of the deceased. Information about the cause of death should not be disclosed to the school community until the family has consented to disclosure.



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B. Notify on a Need to Know Basis

1. Local District Operations Staff.
2. Office of Communications (213) 241-6766.
3. Other offices, as appropriate (see Attachment P - Resource Guide).

C. Mobilize the School Site Crisis Team

Concerns and wishes of family members regarding disclosure of the death and cause of death should be taken into consideration when providing facts to students, staff and parents/guardians.

1. Assess the extent and degree of psychological trauma and impact to the school community (see BUL-5800.0 *Crisis Preparedness, Response and Recovery* for protocol on responding to school-wide crisis).
2. Develop an action plan and assign responsibilities.
3. Establish a plan to notify staff of the death, once consent is obtained by the family of the deceased.
 - a. Notification of staff is recommended as soon as possible (e.g., optional emergency meeting before or after school).
 - b. To dispel rumors, share accurate information and all known facts about the death that the family has approved to be shared.
 - c. Emphasize that no one person or event is to blame for suicide. Suicide is complex and cannot be simplified by blaming individuals, drugs, music, school or bullying.
 - d. Allow staff to express their own reactions and grief; identify anyone who may need additional support and provide resources.
4. Establish a plan to notify students of the death, once consent is obtained from the family of the deceased.
 - a. Discuss plan for notification of students in small group settings, such as the classroom. Do not notify students using a public announcement system.
 - b. Provide staff with a script of information to be shared with the students, recommendations for responding to possible student reactions and questions, and activities to help students process the information (e.g., writing, drawing, or referral to crisis counselor).
 - c. Review student support plan, making sure to clarify procedures and locations for crisis counseling.
5. Establish a plan to notify other parents/guardians of the death, once consent is obtained from the family of the deceased. Consult with LD Operations when preparing the death notification letter for parents/guardians.
6. Define triage procedures for students and staff who may need additional support in coping with the death. Refer to BUL-5800.0 *Crisis Preparedness, Response and Recovery* for actions to consider, including:
 - a. Identify a lead school site crisis response staff member to assist with coordination of crisis counseling and support services.



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- b. Identify locations on campus to provide crisis counseling to students, staff and parents/guardians.
 - c. Request substitute teachers.
 - d. Maintain sign-in sheets and documentation on individuals serviced for follow-up (refer to BUL-5800.0 *Crisis Preparedness, Response and Recovery*, for crisis response forms).
 - e. Provide students, staff or parents/guardians with after-hours resource numbers such as the 24/7 Suicide Prevention Crisis Line (877) 727-4747 (see Attachment P - Resource Guide).
 - f. Request crisis counseling support from Local District Operations.
7. Refer students or staff who require a higher level of care for additional services such as School Mental Health, a community mental health provider, or their health care provider. Indicators of students and staff in need of additional support or referral may include the following:
- a. Persons with close connections to the deceased (e.g., close friends, siblings, relatives, teacher).
 - b. Persons who experienced a loss over the past six months to a year, experienced a traumatic event, witnessed acts of violence, or have a loved one who has died by suicide.
 - c. Persons who appear emotionally over-controlled (e.g., a student who was very close to the deceased but who is exhibiting no emotional reaction to the loss) or those who are angry when majority are expressing sadness.
 - d. Persons unable to control crying.
 - e. Persons with multiple traumatic experiences. These individuals may have strong reactions that require additional assistance.

D. Document

The administrator/designee shall maintain records and documentation of actions taken at the school by completing an incident report and RARD in iSTAR. For information on completing iSTAR reports with the issue type *Suicidal Behavior*, see Attachment J1 – Recommendations for RARD Completion on iSTAR.

E. Monitor and Manage

1. The administrator/designee, with support from the school crisis team, should monitor and manage the situation as it develops to determine follow up actions.
2. Maintain consistent communication with appropriate parties.
3. Update all actions taken at the school in iSTAR.

F. Important Considerations

1. Memorials

Memorials or dedications to a student who has died by suicide should not glamorize or romanticize the student or the death. If students



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initiate a memorial, the administrator/designee should offer guidelines for a meaningful, safe approach to acknowledge the loss. Some considerations for memorials include:

- a. Memorials should not be disruptive to the daily school routine.
- b. Monitor memorials for content.
- c. Placement of memorials should be time limited. For example, they may be kept in place until the funeral services, after which the memorial items may be offered to the family upon review of appropriateness of items by administrator/designee.

2. Social Networking

Students may often turn to social networking as a way to communicate information about the death; this information may be accurate or rumored. Many also use social networking as an opportunity to express their thoughts about the death and about their own feelings regarding suicide. Some considerations in regard to social networking include:

- a. Encourage parents/guardians to monitor internet postings regarding the death, including the deceased's personal profile or social media.
- b. Social networking sites may contain rumors, derogatory messages about the deceased or other students. Such messages may need to be addressed. In some situations, postings may warrant notification to parents/guardians or law enforcement (see BUL-5688.1 *Social Media Policy for Employees and Associated Persons*).

3. Suicide Contagion

Suicide contagion is a process by which the exposure to suicide or suicidal behaviors of one or more may influence others to attempt or die by suicide. Some considerations for preventing suicide contagion are:

- a. Identify students who may be at an increased risk for suicide, including those who have a reported history of attempts, are dealing with known stressful life events, witnessed the death, are friends with or related to the deceased.
- b. Refer student for mental health services (see Attachment P – Resource Guide).
- c. Monitor media coverage. Consult and work with the Office of Communications (213) 241-6766 for dissemination of information, as needed.

4. School Culture and Events

It is important to acknowledge that the school community may experience a heightened sense of loss in the aftermath of a death by suicide when significant events transpire that the deceased student would have been a part of, such as culmination, prom or graduation. Depending on the impact, such triggering events may require planning for additional considerations and resources.



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XIII. CONFIDENTIALITY

All student matters are confidential and may not be shared, except with those persons who need to know. Personnel with the need to know shall not re-disclose student information without appropriate legal authorization. Information sharing should be within the confines of the District's reporting procedures and investigative process.

AUTHORITY:

This is a policy of the Superintendent of Schools. The following legal authorities are applied in this policy:

California Civil Code sections 56-56.10, 1798;
 California Constitution Article 1, §28(c);
 California Education Code §32210 et seq.;
 California Education Code §35160;
 California Education Code §44808 ;
 California Education Code §48900 et seq.;
 California Education Code §48950 ;
 California Education Code sections 49060 et seq.;
 California Health & Safety Code section 123100-123149.5, 124260;
 California Penal Code §626 et seq.;
 California Code of Civil Procedure §527.6;
 Family Educational Rights and Privacy Act;
 Health Insurance Portability and Accountability Act; and
 Los Angeles Municipal Code §63.94.

RELATED RESOURCES:

BUL-5212.2, Bullying and Hazing Policy (Student-to-Student and Student-to-Adult), November 26, 2014.
 BUL-1347.3, Child Abuse and Neglect Reporting Requirements, August 19, 2016.
 BUL-5577.1, Counseling and Educationally Related Intensive Counseling Services (ERICs) for Students with Disabilities, July 21, 2014.
 BUL-5800.0, Crisis Preparedness, Response and Recovery, October 12, 2015
 BUL-6231.0, Discipline Foundation School-Wide Positive Behavior Intervention Support (SWPBIS), February 14, 2014.
 BUL-5269.2, Incident System Tracking Accountability Report, July 10, 2013
 BUL-2047.1, Hate-Motivated Incidents and Crimes – Response and Reporting, June 15, 2015.
 BUL-6269.0, Multi-Tiered System of Behavior Support for Students with Disabilities, April 7, 2014.
 BUL-5688.1, Social Media Policy for Employees and Associated Persons, January 29, 2015.
 BUL-5799.0, Threat Assessment and Management, July 12, 2012.
 BUL-6224.1, Transgender Students - Ensuring Equity and Nondiscrimination, September 15, 2014.

ATTACHMENTS:

Attachment A1 – Protocol for Responding to Students at Risk for Suicide
Attachment A2 – Protocol for Responding to Students Who Self-Injure



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Attachment B – Suicide Risk Assessment Tool
Attachment C – Suicide Risk Assessment Levels, Warning Signs & Action Plan Options
Attachment D1 – Recommendations for Developing a Student Safety Plan
Attachment D2 – Student Safety Plan template
Attachment E – Student Re-Entry Guidelines
Attachment F – Parent/Guardian Authorization for Release/Exchange of Information
Attachment G1 – Completion of the Summary of Relevant Student Information
Attachment G2 – Summary of Relevant Student Information template
Attachment H – Return to School Information for Parent/Guardian
Attachment I – Medical Clearance for Return to School
Attachment J1 – Recommendations for RARD Completion on iSTAR
Attachment J2 – Risk Assessment Referral Data (RARD)
Attachment K – Sign-in Sheet Template for Meeting
Attachment L – Postvention: Protocol for Responding to a Student Death by Suicide
Attachment M – Suicide Prevention Awareness for Parents/Caregivers
Attachment N – Self-Injury Awareness for Parents/Caregivers
Attachment O – Sample Letter to Parent/Guardian RE: Self-Injury
Attachment P – Resource Guide

ASSISTANCE:

For assistance and information, please contact any of the following offices:

LAUSD RESOURCES

Crisis Counseling and Intervention Service, School Mental Health (213) 241-3841 - for assistance with threat assessments, suicide prevention and mental health issues.
Division of Special Education (213) 241-8051– for assistance with cases involving students with disabilities.
Education Equity Compliance Office (213) 241-7682 – for assistance with alleged student discrimination and harassment complaints.
Human Relations, Diversity and Equity (213) 241-5337 – for assistance with issues of bullying, conflict resolution, and diversity trainings.
Los Angeles School Police Department (213) 625-6631 – for assistance with any law enforcement matters.
Office of Communications (213) 241-6766 – for assistance with media requests.
Office of General Counsel (213) 241-7600 – for assistance/consultation regarding legal issues.
School Operations Division (213) 241-5337 – for assistance with school operations and procedures concerning students and employees.

EMERGENCY RESOURCES (NON-LAUSD)

Los Angeles County Department of Mental Health ACCESS (800) 854-7771 – collaborates with Crisis Counseling & Intervention Services for the administration and coordination of all mental health and law enforcement mobile response services in the event of a critical incident, including Psychiatric Mobile Response Teams (PMRT) and School Threat Assessment Response Teams (START). These teams respond to schools, offices, and homes.

Valley Coordinated Children's Services (818) 708-4500 – a County funded



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resource to provide crisis intervention, assessment, short term stabilization and treatment, and evaluation and referral for psychiatric mobile response team. This agency serves children ages 3 - 17 years old in the San Fernando Valley.

Mental Evaluation Unit (MEU), including Staff Management Advisory and Response Team (SMART) (213) 996-1300 or 1334 – for law enforcement and mental health response, when an individual is a flight risk, violent, or high risk for harm to self or others.

National Suicide Prevention Lifeline (800) 273-8255 – a 24-hour crisis line for individuals who are contemplating, threatening, or attempting suicide, including their family and friends.

Suicide Prevention Crisis Line (877) 727-4747 – a 24-hour crisis line for individuals who are contemplating, threatening, or attempting suicide, including their family and friends.

For more resources and information, including online resources, see Attachment P - Resource Guide.

PROTOCOL FOR RESPONDING TO STUDENTS AT RISK FOR SUICIDE

The following is a summary checklist of general procedures for the administrator/designated school site crisis team member to respond to any reports of students exhibiting suicidal behavior/ideation. For a complete description of each procedure, refer directly to Section IV of Bulletin 2637.2.

The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed.

- A. RESPOND IMMEDIATELY
- Report concerns to administrator/designee immediately or as soon as possible.
 - Do not leave the student unsupervised.
- B. SECURE THE SAFETY OF THE STUDENT
- Supervise the student at all times.
 - Conduct an administrative search for access to means to hurt themselves.
 - If appropriate, contact LASPD, local law enforcement, the Los Angeles County Department of Mental Health or consult with Crisis Counseling and Intervention Services, School Mental Health.
- C. ASSESS FOR SUICIDE RISK (see Attachment B, Suicide Risk Assessment Tool)
- Administrator/designee or designated school site crisis team member gathers essential background information.
 - Administrator/designee or designated school site crisis team member meets with the student at risk for suicide.
 - The assessing party should collaborate with at least one other designated school site crisis team member to determine level of risk. See Table 1, Levels of Suicide Risk in BUL-2637.2.
- D. COMMUNICATE WITH PARENT/GUARDIAN
- Share concerns & provide recommendations for safety.
 - Communicate a plan for re-entry.
 - Provide resources and parent/caregiver handout.
- E. DETERMINE APPROPRIATE ACTION PLAN (see Table 2, Action Plan in BUL-2637.2)
- Determine action plan based on level of risk.
 - Develop a safety plan.
 - Follow student re-entry guidelines.
 - Mobilize a support system and provide resources.
 - Monitor and manage.
- F. IMPORTANT CONSIDERATIONS
- When Certificated Staff Accompany a Student to the Hospital
 - Providing Information for a Psychiatric Evaluation
- G. DOCUMENT ALL ACTIONS (Maintain records and complete RARD on iSTAR within 24 hours.)

Suspected Child Abuse or Neglect

If child abuse or neglect by a parent/guardian is suspected or there is reasonable suspicion that contacting the parent/guardian may escalate the student's current level of risk, or the parent/guardian is contacted and unwilling to respond, report the incident to the appropriate child protective services agency following the District's *Child Abuse and Neglect Reporting Requirements*, BUL-1347.3, dated August 19, 2016. This report should include information about the student's suicide risk level and any concerning ideations or behaviors. The reporting party must follow directives provided by the child protective services agency personnel.

PROTOCOL FOR RESPONDING TO STUDENTS WHO SELF-INJURE

The following is a summary checklist of general procedures for the administrator/designated school site crisis team member to respond to any reports of students exhibiting self-injurious behavior. For a complete description of each procedure, refer directly to Section V of Bulletin 2637.2.

The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed.

NOTE: Self-injurious behaviors may be exhibited by students with profound disabilities without being indicative of suicide or suicidal ideation. Please follow District guidelines as indicated in BUL-6269.0, *Multi-Tiered System of Behavior Support for Students with Disabilities* and contact the Division of Special Education at (213) 241-6701 for further assistance.

- A. KNOW THE WARNING SIGNS OF SELF-INJURY
- Report concerns to administrator/designee immediately or as soon as possible.
 - Do not leave the student unsupervised.
- B. PROTOCOL
- Respond immediately or as soon as possible.
 - Supervise the student.
 - Conduct an administrative search for access to means.
 - Assess for suicide risk using the protocol outlined in Section IV of the bulletin.
 - Communicate with parent/guardian.
 - Encourage appropriate coping and problem-solving skills.
 - Develop a safety plan with student.
 - Provide resources.
 - Document all actions. (Maintain records and complete RARD on iSTAR within 24 hours.)
- C. SELF-INJURY AND CONTAGION
- Respond immediately or as soon as possible.
 - Respond individually to students, but try to identify peers that may be engaging in similar behavior.
 - Supervise students in separate locations and assess individually using the protocols outlined in Section IV of BUL-2637.2.
- D. OTHER CONSIDERATIONS FOR RESPONDING TO SELF-INJURY AND CONTAGION
- Self-injury should be addressed individually, never in settings such as student assemblies, public announcements, or groups.
 - When self-injury impacts the school community, consider hosting a parent/guardian meeting for awareness and psycho-education.
 - Consult and work with Office of Communications as needed.

Suspected Child Abuse or Neglect

If child abuse or neglect by a parent/guardian is suspected or there is reasonable suspicion that contacting the parent/guardian may escalate the student's current level of risk, or the parent/guardian is contacted and unwilling to respond, report the incident to the appropriate child protective services agency following the District's *Child Abuse and Neglect Reporting Requirements*, BUL-1347.3, dated August 19, 2016. This report should include information about the student's suicide risk level and any concerning ideations or behaviors. The reporting party must follow directives provided by the child protective services agency personnel.

SUICIDE RISK ASSESSMENT TOOL

Student Name/DOB: _____ Location: _____ Date: _____

The purpose of this checklist is to determine a student's level of suicide risk. The assessing party should be the administrator/designee or school site crisis team member(s).

DIRECTIONS: For the items with the **ASK** specification, please directly pose these questions to the student. Take note of the student's responses in the space provided and mark the check boxes, as appropriate. The * indicates *Unable to Assess*. The items with the **ASSESS** specification should not be asked directly, but rather explored by the assessing party to gather additional background information. Gathering of additional information may also include interviewing other involved individuals, reviewing student history, and referring to other data gathering sources (i.e. MiSIS, iSTAR, teacher reports/observations).

CATEGORY	ASSESSMENT QUESTIONS			
1. Current Problem/Situation	ASK: Tell me what happened.			
2. Current Ideation	ASK: Are you thinking about suicide/killing yourself now?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: How long have you been feeling this way?			
3. Communication of Intent	ASSESS: Has the student communicated directly or indirectly ideas or intent to harm/kill themselves? (Communications may be verbal, non-verbal, electronic, written. Please note that electronic communications may include texting and social media.) Indicate what was said and how this was communicated.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: Have you ever shared your thoughts about suicide with anyone else?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: To whom? What did they say when you told them?			
4. Plan	ASK: Do you have a plan to harm/kill yourself now?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: What is your plan?			
5. Means and Access	ASK: Do you have access to weapons, guns, medication?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASSESS: Does the student have the means/access to kill themselves?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASSESS: Indicate means and access.			
6. Past Ideation	ASK: Have you ever had thoughts of suicide in the past?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: How long ago? Tell me what happened then.			

ATTACHMENT B

7. Previous Attempts	ASK: <i>Have you ever tried to kill yourself?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: <i>How long ago?</i>			
	ASK: <i>What did you do? What happened?</i>			
8. Changes in Mood / Behavior	ASK: <i>In the past year, have you ever felt so sad that you stopped doing things you usually do or things that you enjoy?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: <i>What are the activities you no longer do?</i>			
	ASSESS: Has the student demonstrated abrupt changes in behaviors? Describe.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASSESS: Has the student demonstrated recent, dramatic changes in mood and/or appearance? Describe.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
9. Stressors	ASK: <i>Has anyone close to you ever died by suicide? Who? How long ago? How?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: <i>Has someone close to you died recently or have you been separated from someone who is important to you? (e.g., death, parent separation/divorce, relationship breakup)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: <i>Has anything stressful/traumatic happened to you? (e.g. domestic violence, community violence, natural disaster)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: <i>Have you experienced victimization or been the target of bullying/harassment/discrimination? Describe.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
10. Mental Illness	ASSESS: Does the student have a history of mental illness (e.g. depression, conduct or anxiety disorder)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
11. Substance Use	ASK: <i>Do you use alcohol or drugs? Which ones? How often? How much?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
12. Protective Factors	ASK: <i>Do you have an adult at school that you can go to for help?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: <i>Do you have an adult outside of school, such as at home or in the community, that you can go to for help?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASK: <i>What are your plans for the future?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *
	ASSESS: Can the student readily name plans for the future, indicating a reason to live?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> *

ASSESSMENT RESULTS:

RISK LEVEL/DEFINITION	WARNING SIGNS MAY INCLUDE:
<input type="checkbox"/> No Known Current Risk No known current evidence of suicidal ideation	<ul style="list-style-type: none"> • No known history of suicidal ideation/behavior or self-injurious behavior • No current evidence of depressed mood/affect. For example, statement made was a figure of speech, intended as a joke, or was a repetition of song lyrics or movie script.
<input type="checkbox"/> Low Risk Does not pose imminent danger to self; insufficient evidence for suicide risk.	<ul style="list-style-type: none"> • Passing thoughts of suicide; evidence of thoughts may be found in notebooks, internet postings, drawings • No plan • No history of previous attempts • No means or access to weapons • No recent losses • No alcohol/substance abuse • Support system is in place • May have some depressed mood/affect • Sudden changes in personality/behavior (e.g., distracted, hopeless, academically disengaged)
<input type="checkbox"/> Moderate Risk May pose imminent danger to self, but there is insufficient evidence to demonstrate a viable plan of action to do harm.	<ul style="list-style-type: none"> • Thoughts of suicide • Some details indicating a plan for suicide • Unsure of intent • History of self-injurious behavior • History of previous attempts and/or hospitalization • Difficulty naming future plans or feeling hopeful • History of substance use or current intoxication • Recent trauma (e.g., loss, victimization)
<input type="checkbox"/> High Risk Poses imminent danger to self with a viable plan to do harm; exhibits extreme or persistent inappropriate behaviors; may qualify for hospitalization.	<ul style="list-style-type: none"> • Current thoughts of suicide • Plan with specifics - indicating when, where and how • Access to weapons or means in hand • Making final arrangements (e.g., giving away prized possessions, good-bye messages in writing, text, or on social networking sites) • History of previous attempts or hospitalization • Isolated and withdrawn • Current sense of hopelessness • No support system • Currently abusing alcohol/substances • Mental health history • Recent trauma (e.g., loss, victimization)

Please refer to **BUL-2637.2, Section IV** for guidelines on determining an appropriate follow-up/re-entry plan and for protocol on documenting actions in RARD on iSTAR.

SUICIDE RISK ASSESSMENT LEVELS, INDICATORS & ACTION PLAN OPTIONS

The assessing party should collaborate with at least one other designated school site crisis team member to determine appropriate action(s) based on the level of risk. Action items should be based upon the severity and risk of suicide. There are circumstances that might increase a student's suicide risk.

RISK LEVEL/DEFINITION	WARNING SIGNS MAY INCLUDE:	ACTION PLAN OPTIONS:
<input type="checkbox"/> No Known Current Risk No known current evidence of suicidal ideation	<ul style="list-style-type: none"> • No known history of suicidal ideation/behavior or self-injurious behavior • No current evidence of depressed mood/affect. For example, statement made was a figure of speech, intended as a joke, or was a repetition of song lyrics or movie script. 	<ul style="list-style-type: none"> • Communicate with parent/guardian, even if it is determined that there is no current risk: <ul style="list-style-type: none"> ○ Provide information regarding the incident or statement made. ○ Explore with the parent/guardian if there are any concerning behaviors at home, school or community. If so, this might change the level of risk originally determined. ○ Reinforce the importance of student safety and use of appropriate language. ○ Provide Attachment L, Suicide Prevention Awareness for Parents/Caregivers handout and school/community resources, as needed. • Document all actions in the RARD on iSTAR; include student identification number in the Persons Involved tab of iSTAR.
<input type="checkbox"/> Low Risk Does not pose imminent danger to self; insufficient evidence for suicide risk.	<ul style="list-style-type: none"> • Passing thoughts of suicide; evidence of thoughts may be found in notebooks, internet postings, drawings • No plan • No history of previous attempts • No means or access to weapons • No recent losses • No alcohol/substance abuse • Support system is in place • May have some depressed mood/affect • Sudden changes in personality/behavior (e.g., distracted, hopeless, academically disengaged) 	<ul style="list-style-type: none"> • Reassure and provide support to the student. • Communicate concerns with parent/guardian (see Section IV D), including recommendations to seek mental health services. • Provide Attachment M, Suicide Prevention Awareness for Parents/Caregivers handout. • Assist in connecting with school and community resources, including suicide prevention crisis lines. • Develop a safety plan that identifies caring adults, appropriate communication and coping skills (see Attachment D2, Student Safety Plan template). • Manage and monitor, as needed. • Document all actions in the RARD on iSTAR; include student identification number in the Persons Involved tab of iSTAR.

SUICIDE RISK ASSESSMENT LEVELS, INDICATORS & ACTION PLAN OPTIONS

<input type="checkbox"/> Moderate Risk May pose imminent danger to self, but there is insufficient evidence to demonstrate a viable plan of action to do harm.	<ul style="list-style-type: none"> • Thoughts of suicide • Some details indicating a plan for suicide • Unsure of intent • History of self-injurious behavior • History of previous attempts and/or hospitalization • Difficulty naming future plans or feeling hopeful • History of substance use or current intoxication • Recent trauma (e.g., loss, victimization) 	<p>MODERATE & HIGH RISK ACTION PLAN RECOMMENDATIONS ARE THE SAME</p> <ul style="list-style-type: none"> • Supervise student at all times (including restrooms). • Reassure and provide support to the student. • Contact the Psychiatric Mobile Response Team (PMRT) (800) 854-7771 for a mental health evaluation or LASPD at (213) 625-6631 for possible transport to an emergency hospital for a mental health evaluation. • See <u>Important Considerations</u> on page 8 of BUL-2637.2 for clarification regarding accompanying a student to a hospital and providing relevant information to the evaluating psychiatrist. • Develop a safety plan that identifies caring adults, appropriate communication and coping skills (see Attachment D2, Student Safety Plan template). • Establish a plan for re-entry, manage and monitor, as needed (see Attachment E – Student Re-Entry Guidelines). • Communicate concerns with parent/guardian (see Section IV E 3), including: <ul style="list-style-type: none"> ○ Re-entry plan and recommendations to seek mental health services. ○ Provide Attachment L - Suicide Prevention Awareness for Parents/Caregivers handout. • Document all actions in the RARD on iSTAR; include student identification number in the Persons Involved tab of iSTAR.
<input type="checkbox"/> High Risk Poses imminent danger to self with a viable plan to do harm; exhibits extreme or persistent inappropriate behaviors; may qualify for hospitalization.	<ul style="list-style-type: none"> • Current thoughts of suicide • Plan with specifics - indicating when, where and how • Access to weapons or means in hand • Making final arrangements (e.g., giving away prized possessions, good-bye messages in writing, text, or on social networking sites) • History of previous attempts or hospitalization • Isolated and withdrawn • Current sense of hopelessness • No support system • Currently abusing alcohol/substances • Mental health history • Recent trauma (e.g., loss, victimization) 	

Please refer to BUL-2637.2, for guidelines on determining an appropriate follow-up/re-entry plan and for protocol on documenting actions in RARD on iSTAR.

For support and consultation, contact:

School Mental Health Crisis Counseling and Intervention Services (SMH CCIS)
Monday-Friday (8:00 a.m.-4:30 p.m.)
(213) 241-3841

After hours, contact the Los Angeles School Police Department (LASPD) at (213) 625-6631.



Los Angeles Unified School District
STUDENT HEALTH AND HUMAN SERVICES

Recommendations for Developing a Student Safety Plan

A Student Safety Plan should be completed after an incident involving a student who expresses suicidal ideation, is engaging in self-harm, receives a psychiatric evaluation or is hospitalized. Initial safety planning should be developed in collaboration with the student's input and should emphasize strategies that are practical. Complete a Safety Plan (Attachment D2) when the suicide risk assessment level is deemed low, moderate or high. Update the Safety Plan as needed.

Refer to the definitions and examples below as a guide to help a student complete their Safety Plan (Attachment D2):

Triggers: Any situation, person, place or thing that may elicit a negative reaction or cause the student to engage in negative behaviors/self-harm. Some examples may be: *being alone at home, English class-writing about myself, seeing my ex best friend, gossip on social media.*

Warning Signs: These are the actions, behaviors and observations that inform adults/staff that a student might be feeling suicidal and needs help. These can be thoughts, images, moods, situations, or behaviors. Some warning signs adults/staff may notice in students include: talking, writings, posting or thinking about death; displaying dramatic mood swings; alcohol and drug use; socially withdrawing from friends, family and the community; drastic personality changes; and neglect of personal appearance. On their safety plan, students may indicate some of the following warning signs: *can't get out of bed, heavy breathing, failing my classes, agitated by my friends and family, feeling like I can't express myself, not wanting to do the things I used to enjoy, not caring what I look like, and/or sleeping too much/not enough.*

Coping Skills/Healthy Behaviors: These are positive actions and behaviors that a student engages in to help them through their struggles on a daily basis. Some coping strategies include activities that students can do in order to regulate his/her emotions (include some things he/she can do in classroom and on the school yard, and some things he/she can do at home); ask the student for input, and teach him/her additional strategies if necessary. Strategies may include: *slow breathing, yoga, play basketball, draw, write in journal, take a break from class to drink water, listen to music.*

Places I Feel Safe: These are places that the student feels most comfortable. It should be a safe, healthy, and generally supportive environment. This can be a physical location, an imaginary happy place, or in the presence of safe people. Help students identify a physical and/or emotional state of being. Places may include: *my 2nd period class, health office, with my friends, youth group at church, imagining I am on a beach watching the waves.*

School Support: Any school staff member or administrator can check in with a student regularly (regardless of whether or not the student seeks out help). Notify student's teacher(s) and request monitoring and supervision of the student (keeping in mind not to share confidential information).

Emphasize that teacher(s) must notify school site crisis team members about any safety issues or concerning observations. Some examples of school support may include: *Counselor Mr. Jones, Teacher Mr. Doe, Teacher Assistant Ms. Jane, After-School Staff Ms. Smith.*

Adult Support: It is important that a student also feel connected with healthy adults at home or in their community. The student should trust these adults and feel comfortable asking for help during a crisis. Identify how student will communicate with these individuals and include a phone number. Some adults may include: *family (e.g., grandparent, aunt, uncle, adult sister); clergy (e.g. youth pastor); or next door neighbor-Mr. Smith.*

Parent Support:

- Parent(s)/guardian(s) should follow-up with hospitalization discharge, medications and recommendations.
- Parent(s)/guardian(s) should be mindful of the following warning signs: suicidal ideation, talking, writing posts and thinking about death, dramatic mood changes, impulsive or reckless behavior, withdrawal from friends, family or community, and previous attempt.
- Parent(s)/guardian(s) should:
 - Plan for securing any and all objects and materials that could be dangerous to student (e.g., if student states she would kill herself with a knife, then plan should include securing knives and sharp objects in home; if student states she would use a gun, then plan should include removing/securing firearms from home).
 - Plan for altering home environment to maintain safety (e.g., if student talks about killing herself by jumping out a window, plan should include recommending ways to secure windows or block child's access to rooms that have windows).
 - Plan for monitoring and supervision of student. Help parent/guardian think about who will monitor the child when they cannot (e.g., while parent/guardian is at work student will stay with Aunt Shelly, student will accompany parent to run errands), and parents/guardians should have access to students social media accounts.
- Try to illicit ideas from the student regarding ways their parent/guardian can support them. Some ways a parent/guardian may offer support include: *spending time with family and friends, watch movies with mom, dad will pick me up from school, go to counseling with mom once a month.*

Case Carrier Support: The case carrier is a school site crisis team member that has been identified by the administrator/designee who can follow-up with the student and the action/safety plans developed for the student. The support offered may include strategies to manage, monitor and check-in with the student. In addition, collaboration with the outside mental health agency providing services and ensuring that there is a Release/Exchange of Information form signed and on file. Case carrier support may include: *monitor daily logs; check-in meeting twice a week for the first month, then reassess safety and determine appropriateness of meeting once per week; monitor grades and attendance; maintain weekly contact with ABC Community Counseling Center and therapist.*

Student Safety Plan

Student's Name: _____ DOB: _____ Date: _____

Triggers

There are certain situations or circumstances which make me feel uncomfortable and/or agitated:

- 1.
- 2.
- 3.

Warning Signs

I should use my safety plan when I notice these warning signs (thoughts, images, moods, situations, behaviors):

- 1.
- 2.
- 3.

Coping Skills/Healthy Behaviors

Things I can do to calm myself down or feel better in the moment (e.g. favorite activities, hobbies, relaxation techniques):

- 1.
- 2.
- 3.

Places I Feel Safe

Places that make me feel better and make me feel safe (can be a physical location, an imaginary happy place, or refer in the presence of safe people):

- 1.
- 2.
- 3.

School Support

Healthy adults at school and/or ways school staff can give me support:

- 1.
- 2.
- 3.

Adult Support

Healthy adults at home or in my community, whom I trust and feel comfortable asking for help during a crisis (include phone number):

- 1.
- 2.
- 3.

Parent Support

Actions my parent/guardian can take to help me stay safe:

- 1.
- 2.
- 3.

Case Carrier Support

Actions my case carrier can take to help me stay safe:

- 1.
- 2.
- 3.

Outside Mental Health Agency Providing Me Support**Mental Health Agency:** _____**Clinician Name:** _____ **Office #:** _____**Clinician Email:** _____ **Cell #:** _____**During a crisis, I can also call:**

- 911 For Immediate Support
- *Los Angeles County Department of Mental Health ACCESS (800) 854-7771* – (24 hours)
- **Suicide Prevention Lines (24 Hours)**
 - *National Suicide Prevention Lifeline (800) 273-TALK or (800) 273-8255*
 - *Suicide Prevention Crisis Line (877) 727-4747*
 - *National Hopeline Network (800) SUICIDE or (800) 784-2433*
- *California Youth Crisis Line (800) 843-5200* – 24 hours, bilingual
- **TEEN LINE (310) 855-HOPE or (800) TLC-TEEN** – a teen-to-teen hotline with community outreach services, from 6pm-10pm PST daily. Text, email and message board also available, with limited hours-visit <http://teenlineonline.org> for more information.
- **The Trevor Project (866) 4-U-TREVOR or (866) 488-7386** – a 24 hour crisis line that provides crisis intervention and suicide prevention services to lesbian, gay, bisexual, transgender and questioning (LGBTQ) young people ages 13-24. Text and chat also available, with limited hours-visit www.thetrevorproject.org for more information.

Signatures_____
Student Signature_____
Date_____
Parent/Guardian Name (please print)_____
Phone#_____
Parent /Guardian Signature_____
Date_____
Administrator/Case Carrier (please print)_____
Title_____
Administrator/Case Carrier Signature_____
Date

STUDENT RE-ENTRY GUIDELINES

Student Name/DOB: _____ School: _____ Date: _____

In planning for the re-entry of a student who has been out of school for any length of time following reported suicidal ideation, including mental health hospitalization, or if the student will be transferring to a new school, the school site administrator/designee may consider any of the following action items:

Preparing for Re-Entry	<input type="checkbox"/> If a student has been out of school for any length of time, including for a mental health evaluation or mental health hospitalization, including psychiatric and drug or alcohol inpatient treatment, consider providing the parent Attachment H – Return to School Information for Parent/Guardian which outlines steps to facilitate a positive transition back to school.
Returning Day	<input type="checkbox"/> Have parent/guardian escort student to the main office on first day back to school.
Hospital Discharge Documents	<input type="checkbox"/> Request discharge documents from hospital or Medical Clearance for Return to School (see Attachment I) from parent/guardian on student's first day back.
Meeting with Parent(s)/Guardian(s)	<input type="checkbox"/> Engage parent(s)/guardian(s), school support staff, teachers, and student, as appropriate in a Re-Entry Planning Meeting. <input type="checkbox"/> If the student is prescribed medication, monitor with parent/guardian consent. <input type="checkbox"/> Offer suggestions to parent/guardian regarding safety planning and removing means/access (e.g., weapons, medication, alcohol) to students at home, as needed. <input type="checkbox"/> Offer suggestions to parent/guardian regarding monitoring personal communication devices, including social networking sites, as needed. <input type="checkbox"/> Review Attachment M - <i>Suicide Prevention Awareness for Parents/Caregivers</i> with caregiver.
Student Safety Plan	<input type="checkbox"/> Develop a Safety Plan to assist the student in identifying adults they trust and can go to for assistance at school and outside of school (e.g., home, community). See Attachment D2 – Student Safety Plan.
Identify Supports	<input type="checkbox"/> Notify student's teacher(s), as appropriate.
	<input type="checkbox"/> Modify academic programming, as appropriate.
	<input type="checkbox"/> Consider an assessment for special education for a student whose behavioral and emotional needs affect their ability to benefit from their educational program (see BUL-5577.1 <i>Counseling and Educationally Related Intensive Counseling Services (ERIC)</i> for Students with Disabilities, July 21, 2014).
	<input type="checkbox"/> Identify on-going mental health resources in school and/or in the community.
	<input type="checkbox"/> Designate staff (e.g., Psychiatric Social Worker, Pupil Services and Attendance Counselor, School Nurse, Academic Counselor) to check in with the student during the first couple weeks periodically.

ATTACHMENT E

	<input type="checkbox"/> Manage and monitor – ensure the student is receiving and accessing the proper mental health and educational services needed.
Address Bullying, Harassment, Discrimination	<input type="checkbox"/> As needed, ensure that any bullying, harassment, discrimination is being addressed.
Release/Exchange of Information	<input type="checkbox"/> Obtain consent by the parent/guardian to discuss student information with outside providers using the Parent/Guardian Authorization for Release/Exchange of Information (see Attachment F).



Los Angeles Unified School District
STUDENT HEALTH AND HUMAN SERVICES

ATTACHMENT F

Parent/Guardian Authorization for Release/Exchange of Information

Date: _____ To Parent(s)/Guardian(s) of: _____

This document authorizes the release/exchange of information relating to my child between the agency personnel listed below and a representative of LAUSD.

The information received shall be reviewed only by appropriate professionals in accordance with the Family Educational Rights and Privacy Act of 1974.

TO: _____ Agency Staff Name/Title _____ Agency, Institution, or Department _____ Street Address _____ City State Zip	RE: _____ Student Last Name Student First Name _____ Date of Birth: ____/____/____ Month Day Year _____ Home Street Address _____ City State Zip
I hereby give you permission to release/exchange the following information:	
<input type="checkbox"/> Medical/Health <input type="checkbox"/> Speech & Language <input type="checkbox"/> Educational <input type="checkbox"/> Psychological/Mental Health <input type="checkbox"/> Other – Specify: _____	
The information will be used to assist in determining the needs of the student.	
THIS INFORMATION IS TO BE SENT TO:	
_____ School Staff Name Title/School or Office	
_____ School Address & Telephone Number	
This authorization shall be valid until _____ unless revoked earlier.	
I request a copy of this authorization: <input type="checkbox"/> Yes <input type="checkbox"/> No	
_____ Name of Parent/Legal Guardian Phone Number	
_____ Signature of Parent/Legal Guardian Date	



Los Angeles Unified School District
STUDENT HEALTH AND HUMAN SERVICES

ATTACHMENT F

Autorización de Padres/Tutor Legal Para Intercambiar Información

Fecha: _____ A los Padres/Tutores de: _____

Este documento autoriza el intercambio de información sobre su niño/a entre el personal de la agencia indicada y un representante del Distrito Escolar Unificado de Los Ángeles.
 La información recibida será revisada únicamente por profesionales apropiados en acuerdo con Los Derechos Educativos Familiares y Acto de Privacidad de 1974.

TO: _____ Nombre del Personal de Agencia/Título	RE: _____ Apellido del Estudiante	_____ Primer Nombre del Estudiante
_____ Agencia, Institución, o Departamento	Fecha de Nacimiento: _____ / _____ / _____ Mes Día Año	
_____ Dirección	_____ Dirección de Residencia	
_____ Ciudad	_____ Estado	_____ Código Postal
_____ Ciudad	_____ Estado	_____ Código Postal
Por la presente doy permiso para divulgar/intercambiar la siguiente información:		
<input type="checkbox"/> Médica/Salud <input type="checkbox"/> Hablar y Lenguaje <input type="checkbox"/> Educacional		
<input type="checkbox"/> Psicológico/Salud Mental <input type="checkbox"/> Otra: _____		
La información será usada para determinar las necesidades del alumno.		
ESTA INFORMACIÓN SERÁ ENVIADA A:		
_____ Nombre de Personal Escolar	_____ Título/Escuela u Oficina	
_____ Dirección de Escuela y Número de Teléfono		
Esta autorización será válida hasta _____ solo que sea revocada antes.		
Yo requiero una copia de esta autorización: <input type="checkbox"/> Si <input type="checkbox"/> No		
_____ Nombre de Padre / Tutor Legal	_____ Numero de Teléfono	
_____ Firma de Padre / Tutor Legal	_____ Fecha	



Los Angeles Unified School District
STUDENT HEALTH AND HUMAN SERVICES

Completion of the Summary of Relevant Student Information

The Summary of Relevant Student Information is intended to summarize important information regarding a student who might be a danger to himself/herself, a danger to others, or gravely disabled.

- Complete the following two pages and provide this information to the person authorized to transport the student for a psychiatric evaluation, including a law enforcement officer or mobile crisis response team (e.g., PMRT, SMART). Background and relevant historical student information provided to the receiving hospital will ensure awareness of all concerns regarding student safety.
- Please be mindful of **CONFIDENTIALITY**, and only include information that is directly relevant to the safety concerns regarding suicidal/homicidal ideation and the need for the psychiatric evaluation.
- Remember to attach any additional relevant information, including suicide notes, target lists, drawings, social media posts, and text messages.
- Keep a copy of all documents provided to the transporting agency in a confidential folder separate from the student's cumulative record. This folder may be kept by the school site administrator/designee or the case carrier/school site crisis team member for the student.
- Once the student has been transported, ensure that plans are made to have a student re-entry meeting and to develop a safety plan for the student.
- For support and consultation throughout this process, contact:
 - Local District Operations Coordinator
 - Local District Mental Health Consultant
 - School Mental Health Crisis Counseling and Intervention Services

Monday-Friday (8am-4:30pm)
 (213) 241-3841



Los Angeles Unified School District
STUDENT HEALTH AND HUMAN SERVICES

Summary of Relevant Student Information

Other Factors to Consider

Current Mental Health Support

Mental Health Agency: _____

Therapist/Clinician Name: _____

Office #: _____ **Cell #:** _____

The following are attached to this summary (check all that apply):

- Suicide note(s) letter(s)
- Drawing(s)
- Journal entry or other assignment
- Text/chat messages
- Social media postings
- Other: _____

A copy of this summary was provided to (check all that apply):

- Parent/Guardian
- LASPD Officer
- Local Law Enforcement
- PMRT/SMART Clinician
- Other: _____

For additional questions/concerns, please contact:

School Site Crisis Team Member Completing Assessment

Office Phone #

Title

Cell Phone #

School Site Crisis Team Member (2) Completing Assessment

Office Phone # (2)

Title

Cell Phone # (2)

**RETURN TO SCHOOL INFORMATION
FOR PARENT/GUARDIAN**

Date: _____

 School Name

RE: _____
 Student Name and DOB

Dear Parent/Guardian:

The following steps have been outlined to help facilitate a positive transition back to school after your child returns from a psychiatric evaluation. Please review the checklist below prior to your child's return to school:

- Communicate with Principal and/or School Site Crisis Team member regarding whether your child was hospitalized, following a psychiatric evaluation. If hospitalized, please notify the school of the name of the hospital.

 Principal Name

 School Phone Number To Call

 School Site Crisis Team Member Name

 School Phone Number To Call

- Request discharge documents from the hospital or have the hospital complete the *Medical Clearance for Return to School* form (attached).
- Ensure the hospital includes any accommodations/recommendations requested.
 - If medication was prescribed, it is recommended that you inform the school nurse of medication(s) and dosage. However, if the student needs to have medication administered at school by the school nurse, then please be sure to request the appropriate documentation from the treating physician.
- Inform the school contact person, indicated above, when your son/daughter will return to school.
- Escort your son/daughter to school on the first day back after the hospitalization. Please request to meet with _____ located in _____.
 (Name of School Site Crisis Team Member) (Office/Room #)
- Participate in your son/daughter's *Students Re-entry Meeting*, which will include creating his/her *Safety Plan*.

Thank you for working with us to support your child at school.



Los Angeles Unified School District
STUDENT HEALTH AND HUMAN SERVICES
Recommendations for RARD Completion

After a critical incident involving a student with suicidal ideation, it is extremely important to generate an iSTAR that accurately reflects what happened, how the school responded, and what plans are in place to support the student. The following are recommendations for completing an iSTAR Incident Report when a student expresses suicidal ideation, including sample summaries and updates.

- Refer to **BUL 2637.2 – Suicide Prevention, Intervention, and Postvention** for policy, procedures, and helpful documents.
- Contact Local District Operations and/or the Local District Mental Health Consultant for training, support and consultation for you and your school staff regarding suicide prevention and documenting interventions.
- For consultation, contact School Mental Health, Crisis Counseling & Intervention Services at **(213) 241-3841** Monday-Friday from 8:00am-4:30pm.

Recommended Information to Include in the iSTAR Incident Report

Persons Involved

1. Identify the student as a Victim, if they are exhibiting any of the categories in Suicidal Behavior.
2. Use the Student's 10 Digit ID Number to enter the information of the student. Once you enter this ID number, the student's information - Name, Gender, Grade, School and DOB - will auto-populate.
3. Entering the 10-digit Student ID will also populate any other incidents related to this student in this tab, just below the student's information. If no incidents appear, there are no incidents reported in iSTAR using that student's ID, however, this does not guarantee that there were never any previous incidents.

Incident Summary

1. Remember to maintain CONFIDENTIALITY at all times. The goal is to explain what happened and how the school responded, without reporting confidential information, such as the student's mental health history, family history or other medical information protected by HIPPA laws. See below for Incident Summary Samples.
2. Explain exactly what the student stated (e.g., "I want to kill myself," or "I don't think life is worth living any more," etc.), and/or explain the student's actions (e.g., "Mark wrapped a computer cord around his neck.").
3. Explain who conducted the Suicide Risk Assessment with the student, and note the student's level of risk (e.g., "low, moderate, or high").
4. Explain the short-term action plan taken by the school. This includes communication with parent(s)/guardian(s), and possibly contact with PMRT (Psychiatric Mobile Response Team) and/or law enforcement. If PMRT is involved, explain their actions and/or specific recommendations.
5. Explain the long-term action plan developed by school. This includes creating a Student Safety Plan – at home and school – identifying caring adults and appropriate communication and coping skills (see Attachment D2, Student Safety Plan). It also includes designating a staff member to carefully monitor student and check-in with student frequently until crisis has stabilized. Finally, the long-term action plan includes linking the student to appropriate mental health services.
6. If the student is hospitalized, explain the plan for re-entry (see Attachment E, Student Re-entry Guidelines).
7. Remember to UPDATE the iSTAR as the case evolves (e.g., document the outcome of the re-entry meeting).
8. Under Notify Details, be sure to indicate who you consulted with, adding individuals as appropriate.

Incident Summary Sample #1 (“Suicidal Behavior/Ideation - Non-Injury” Issue Type)

During 4th period, Math teacher Ms. Jones heard student say “I can’t take this anymore. I’m going to kill myself after-school.” PSA Counselor Mr. Smith and APSCS Ms. Rodriguez conducted suicide risk assessment and concluded student was at low risk. Student’s parent was contacted. Mr. Smith met with mother to provide the Suicide Prevention Awareness for Parents/Caregivers handout, develop a Safety Plan for student at home and school, and to provide mother with referrals to both school-based and community-based counseling services. Mr. Smith will check-in with student and manage the case until crisis is stabilized.

Update (2 days later)

Mr. Smith contacted parent who reported making appointment with XYZ Mental Health Agency for Monday, May 5, 2016. Mr. Smith provided parent with an Exchange/Release of Information Form to be completed so that school and mental health provider can openly communicate about student’s treatment and progress.

Incident Summary Sample #2 (“5150/Hospitalization” Issue Type)

Student spoke with Magnet Coordinator Ms. Harris before school and said “my family is falling apart – I just don’t want to live anymore.” Principal Dr. Hill and School Psychologist Ms. Garcia completed suicide risk assessment and concluded student was at moderate risk. PMRT was contacted for consult. Team responded to school at approximately 10:00am, evaluated student, and decided to transport the student to Del Amo Hospital for evaluation. Student’s parent was contacted, and father came to school and accompanied student in ambulance transport. School Psychologist will follow-up with father tomorrow to gather more information about student’s release, and to schedule re-entry meeting with family.

Update (1 day later)

School Psychologist Ms. Garcia contacted father who stated student is set to be released after 72-hour hold. Father agreed to bring student for re-entry meeting Tuesday, May 5, 2016 at 8:30am, and will bring discharge paperwork from hospital.

Update: (4 days later)

Student and father met for re-entry meeting with Principal, School Psychologist, School Nurse, and Counselor. Discussed new medication student was prescribed, and developed Safety Plan for student at home and school. Modified student’s academic program, and obtained signed Exchange/Release of Information Form from father so that school can openly communicate with student’s new therapist about student’s treatment and progress. Counselor Mr. Jackson will check-in with student and manage the case until crisis is stabilized.

RARD

1. Complete the entire RARD Tab.
2. Check for previous incidents involving this student under the *Persons Involved* tab.
3. Make sure to include an explanation of any action boxes that are checked “no.”



Los Angeles Unified School District

ATTACHMENT J2

STUDENT HEALTH AND HUMAN SERVICES

CONFIDENTIAL

RISK ASSESSMENT REFERRAL DATA (RARD)

TO BE COMPLETED BY THE ASSESSING SCHOOL SITE CRISIS TEAM MEMBER

Cost Center

(School/Office): _____

DATE OF INCIDENT: _____

TIME OF INCIDENT: _____

AM PM

INCIDENT OCCURRED:

- On Campus
 Off Campus
 At another school
 District Office
 District School Bus/Vehicle
 Going to or from school
 Going to or from a school sponsored activity
 Athletics Competition

EXACT LOCATION: _____

NAME OF STUDENT: _____

(Last, First Name)

STUDENT ID: _____

(10-digit number ONLY)

TYPE OF INCIDENT/ISSUE (An Injury Report must also be completed for issue in red.)

SUICIDAL BEHAVIOR

- 5150 Hospitalization
 Self-Injury/Cutting
 Suicidal Behavior/ Ideation (injury)
 Suicidal Behavior/Ideation (non-injury)

INCIDENT SUMMARY

INFORMATION FOR RARD TAB ON ISTAR

Reasons for Referral and Other Associated Factors: (Check all that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Current attempt | <input type="checkbox"/> Sudden changes in behavior | <input type="checkbox"/> Frequent complaints of illness/
body aches |
| <input type="checkbox"/> Direct Threat | <input type="checkbox"/> Drug or alcohol abuse | <input type="checkbox"/> Psychosocial stressors |
| <input type="checkbox"/> Indirect Threat | <input type="checkbox"/> Self-injury | <input type="checkbox"/> Previous attempt(s) |
| <input type="checkbox"/> Giving away prized possessions | <input type="checkbox"/> Mood swings | <input type="checkbox"/> Hate Violence |
| <input type="checkbox"/> Violent behavior | <input type="checkbox"/> Bullying | <input type="checkbox"/> Other (Specify) |
| <input type="checkbox"/> Signs of depression | <input type="checkbox"/> Truancy or running away | |
| <input type="checkbox"/> Access to Weapons | | |

INFORMATION FOR RARD TAB ON ISTAR

Student Referred By: (Check one or more)

- | | | |
|---|--|--|
| <input type="checkbox"/> Self | <input type="checkbox"/> Administrator | <input type="checkbox"/> PSA Counselor |
| <input type="checkbox"/> Parent | <input type="checkbox"/> Teacher | <input type="checkbox"/> Psychologist |
| <input type="checkbox"/> Student/Friend | <input type="checkbox"/> Psychiatric Social Worker | <input type="checkbox"/> Nurse |
| <input type="checkbox"/> K-12 Counselor | <input type="checkbox"/> Other (Specify) _____ | |

The following action items are MANDATORY.

Refer to BUL-2637.2 Suicide Prevention, Intervention & Postvention for guidelines and attachments.

Was the student assessed for risk using the District guidelines and procedures in Bul-2637.2, Attachment B?

-
- Yes
-
- No If
- NO*
- , please explain: _____

Assessed Level of Risk: No known current risk Low Moderate High

Was the parent/guardian notified?

-
- Yes Name of person notified: _____ Relationship to student: _____

-
- No If
- NO*
- , please explain: _____
-
- If parent/guardian was not notified due to suspected child abuse, please follow the mandates of BUL-1347.3 Child Abuse and Neglect Reporting Requirements, by completing the Suspected Child Abuse (SCAR) form and calling the appropriate authorities.*

Was the parent/guardian provided the appropriate information handouts for suicide/self-injury awareness?

-
- Yes
-
- No If
- NO*
- , please explain: _____

What action steps listed below were taken? (Check all that apply.)

-
- Contacted the LA County Department of Mental Health ACCESS (PMRT) or Valley Coordinated Services
-
-
- Contacted the Los Angeles School Police Department (LASPD)
-
-
- Contacted local law enforcement
-
-
- Student transported to hospital for psychiatric evaluation (5150/5585)
-
-
- Consulted with School Mental Health (including Mental Health Consultant, Crisis Counseling & Intervention Services)
-
-
- Consulted with Local District Operations
-
-
- Referral to School Mental Health Clinic/Wellness Center
-
-
- Referral to community mental health agency
-
-
- Referral to school-based individual/group counseling
-
-
- Recommendation for program modification (e.g., smaller class, IEP)
-
-
- Developed and discussed Safety Plan
-
-
- Facilitated Student Re-entry Meeting
-
-
- Other (please specify) _____

Assessed by Crisis Team Member:

Employee No.: _____ Email Address: _____

Employee Name: _____ Contact No.: _____

Job Title: _____ Date Student was Assessed: _____

- | | | |
|--------------------------------|--|---|
| <input type="checkbox"/> PSW | <input type="checkbox"/> Psychologist | |
| <input type="checkbox"/> Nurse | <input type="checkbox"/> Administrator | <input type="checkbox"/> Counselor |
| <input type="checkbox"/> PSA | <input type="checkbox"/> School Police | <input type="checkbox"/> Other (please specify) _____ |

**DO NOT MAIL. SUBMIT COMPLETED RARD TO SCHOOL SITE ADMINISTRATOR
WITHIN 24 HOURS OR BY THE END OF THE NEXT SCHOOL DAY FOR SUBMISSION ON ISTAR.**



Los Angeles Unified School District
STUDENT HEALTH AND HUMAN SERVICES
SCHOOL MENTAL HEALTH

Student Re-Entry/Safety Planning Meeting

Student Name: _____ **School:** _____ **Date:** _____

	NAME	TITLE/OFFICE	PHONE	EMAIL	INITIAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

POSTVENTION: PROTOCOL FOR RESPONDING TO A STUDENT DEATH BY SUICIDE

The following is a summary checklist of general procedures for the administrator/designated crisis team member to respond in the event of a completed suicide. Refer to BUL-5800.0 *Crisis Preparedness, Response and Recovery*, dated October 12, 2015, for protocol on responding to school-wide crisis.

For a complete description of each procedure, refer directly to the Bulletin 2637.2.

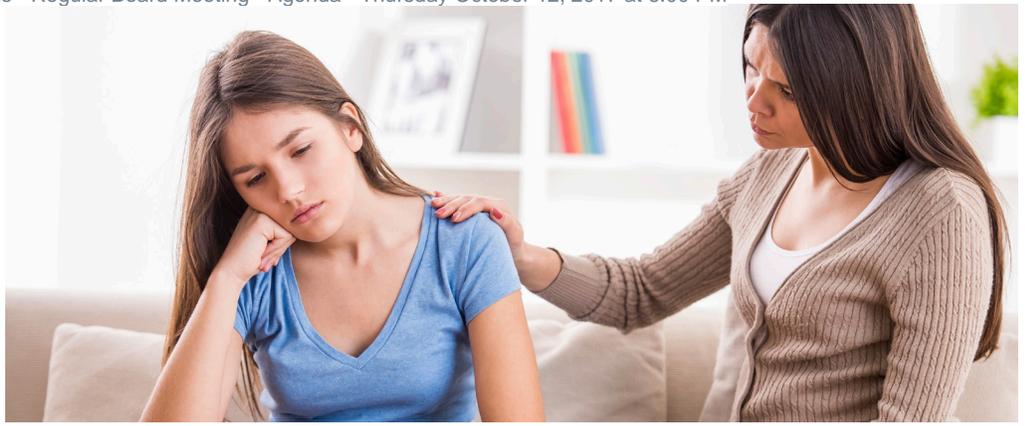
- A. GATHER PERTINENT INFORMATION
 - Confirm death and cause of death, if this information is available.
 - Contact family of the deceased.
- B. NOTIFY
 - Local District Operations Staff
 - LAUSD Office of Communications
 - Other offices
- C. MOBILIZE THE SCHOOL SITE CRISIS TEAM
 - Review information and assess impact.
 - Develop an action plan and assign responsibilities.
 - Establish a plan to notify staff.
 - Establish a plan to notify students.
 - Establish a plan to notify parent(s)/guardian(s).
 - Define triage procedures.
 - Know indicators of those who may need additional support.
 - Consult with Crisis Counseling and Intervention Services, School Mental Health, as needed.
- D. MONITOR AND MANAGE (When reporting child abuse, include information about the student's suicide risk)
- E. IMPORTANT CONSIDERATIONS
 - Memorials
 - Social Networking
 - Suicide Contagion
 - School Culture and Events

ATTACHMENT M



Los Angeles Unified School District
Student Health and Human Services
 School Mental Health

333 S. Beaudry Avenue, 29th Floor
 213.241.3841
 smh.lausd.net | ccis.lausd.net



Suicide Prevention Awareness for Parents/Caregivers

Suicide is a serious public health problem that takes an enormous toll on families, friends, classmates, co-workers and communities, as well as on our military personnel and veterans. Suicide prevention is the collective efforts of local community organizations, mental health practitioners and related professionals to reduce the incidence of suicide through education, awareness, and services.

SUICIDE IS PREVENTABLE.

Warning Signs

Warning signs are observable behaviors that may signal the presence of suicidal thinking. They might be considered “cries for help” or “invitations to intervene.” These warning signs

signal the need to inquire directly about whether the individual has thoughts of suicide. If such thinking is acknowledged, then suicide interventions will be required.

- Feelings of sadness, hopelessness, helplessness
- Significant changes in behavior, appearance, thoughts, and/or feelings
- Social withdrawal and isolation
- Suicide threats (direct and indirect)
- Suicide notes and plans
- History of suicidal ideation/behavior
- Self-injurious behavior
- Preoccupation with death
- Making final arrangements (e.g., giving away prized possessions, posting plans on social media, sending text messages to friends)



Risk Factors

While the path that leads to suicidal behavior is long and complex and there is no “profile” that predicts suicidal behavior with certainty, there are certain risk factors associated with increased suicide risk. In isolation, these factors are not signs of suicidal thinking. However, when present they signal the need to be vigilant for the warning signs of suicide.

- Access to means (e.g., firearms, knives, medication)
- Stressors (e.g., loss, peer relations, school, gender identity issues)
- History of depression, mental illness or substance/alcohol abuse
- History of suicide in the family or of a close friend
- History of mental illness in the family

Here's What You Can Do:

LISTEN

- Assess for suicidal risk.
- Listen without judgement.
- Ask open-ended questions.

PROTECT

- Take action immediately.
- Supervise, do not leave your child alone.

- Consider developing a safety plan at school and home, if needed.

CONNECT

- Communicate and collaborate with your child's school administration, mental health personnel or counselor for support.
- Contact Department of Mental Health, law enforcement or protective services, as needed.
- Help your child identify adult they trust at home and at school.

MODEL

- Remain calm. Establish a safe environment to talk about suicide.
- Be aware of your thoughts, feelings, and reactions as you listen without judgement.

TEACH

- Learn the warning signs and risk factors and provide information and education about suicide and self-injury.
- Encourage help seeking behaviors and help your child identify adults they can trust at home and at school.
- Seek options for school and community resources including referrals to professional mental health services, as needed.

SMH Clinics and Wellness Centers

North

Valley Clinic

6651-A Balboa Blvd., Van Nuys 91406
Tel: 818-758-2300 | Fax: 818-996-9850

West

Crenshaw Wellness Center

3206 W. 50th St., Los Angeles 90043
Tel: 323-290-7737 | Fax: 323-290-7713

Hyde Park Clinic

6519 S. 8th Ave., Bungalow #46,
Los Angeles 90043
Tel: 323-750-5167 | Fax: 323-759-2697

Washington Wellness Center

1555 West 110th St., Los Angeles 90043
Tel: 323-241-1909 | Fax: 323-241-1918

South

97th Street School Mental Health Clinic

Barrett Elementary School
439 W. 97th St., Los Angeles 90003
Tel: 323-418-1055 | Fax: 323-418-3964

San Pedro Clinic

704 West 8th St., San Pedro 90731
Tel: 310-832-7545 | Fax: 310-833-8580

Locke Wellness Center

316 111th St., Los Angeles 90061
Tel: 323-418-1055 | Fax: 323-418-3964

Carson Wellness Center

270 East 223rd St., Carson 90745
Tel: 310-847-7216 | Fax: 310-847-7214

East

Bell/Cudahy School Mental Health Clinic

Ellen Ochoa Learning Center
7326 S. Wilcox, Cudahy 90201
Tel: 323-271-3676 | Fax: 323-271-3657

Ramona Clinic

231 S. Alma Ave., Los Angeles 90063
Tel: 323-266-7615 | Fax: 323-266-7695

Gage Wellness Center

2880 Zoe Ave., Huntington Park 90255
Tel: 323-826-9499 | Fax: 323-826-1524

Elizabeth LC Wellness Center

4811 Elizabeth St., Cudahy 90201
Tel: 323-271-3676 | Fax: 323-271-3657

Central

Belmont Wellness Center

180 Union Place, Los Angeles 90026
Tel: 213-241-4451 | Fax: 213-241-4465

Roybal Clinic

1200 West Colton St., Los Angeles 90026
Tel: 213-580-6415 | Fax: 213-241-4465

For clinic referrals visit:
smh.lausd.net

Understanding Suicide: Myths & Facts

To understand why people die by suicide and why so many others attempt to take their own lives, it is important to know the facts. Read the facts about suicide below and share them with others.

Myth: *Suicide can't be prevented. If someone is set on taking their own life, there is nothing that can be done to stop them.*

Fact: Suicide is preventable. The vast majority of people contemplating suicide don't really want to die. They are seeking an end to intense mental or physical pain. Most have a mental illness. Interventions can save lives.

Myth: Asking someone if they are thinking about suicide will put the idea in their head and cause them to act on it.

Fact: When you fear someone you know is in crisis or depressed, asking them if they are thinking about suicide can actually help. By giving a person an opportunity to open up and share their troubles you can help alleviate their pain and find solutions.

Myth: Someone making suicidal threats won't really do it, they are just looking for attention.

Fact: Those who talk about suicide or express thoughts about wanting to die, are at risk for suicide and need your attention. Most people who die by suicide give some indication or warning. Take all threats of suicide seriously. Even if you think they are just "crying for help"—a cry for help, is a cry for help—so help.

Myth: It is easy for parents/caregivers to tell when their child is showing signs of suicidal behavior.

Fact: Unfortunately, research shows that this is not the case in a surprisingly large percentage of families. This illustrates the importance for parents/caregivers to be attentive to warning signs, risk factors, to ask direct questions, and be open to conversation.

What Should I Do If I Am Worried About My Child?

If you believe that your child is thinking about suicide, approach the situation by asking. Asking is the first step in saving a life and can let them know that you are here for them and will listen. Here are some examples of how you may ask: "Have you thought about suicide?" "Sometimes when people are sad as you are, they think about suicide. Have you ever thought about it?"

EMERGENCY INFORMATION / After Hours Services

If you need IMMEDIATE help, call 911.

For a psychiatric emergency, contact the Department of Mental Health 24-hour ACCESS Center at (800) 854-7771.

Resources for Parents/Caregivers & Children/Adolescents

Community Hotlines

Didi Hirsch Suicide Prevention Hotline
(877) 727-4747 (24 hours)

National Suicide Prevention Lifeline
(800) 273-TALK (8255) (24 hours)

Trevor Lifeline (866) 488-7386 (24 hours)

Teen Line (800) 852-8336 (6pm-10pm daily)

Text and Chat Resources

Crisis Chat (11am-11pm, daily)
<http://www.crisischat.org/chat>

Teen Line - text "TEEN" to 839863

Online Resources

<http://www.didihirsch.org/>

<http://www.thetrevorproject.org/>

<http://teenline.org/>

<http://www.afsp.org/understanding-suicide>

Smartphone Apps

MY3

Teen Line Youth Yellow Pages





Los Angeles Unified School District
Student Health and Human Services
 School Mental Health

333 S. Beaudry Avenue, 29th Floor
 213.241.3841
 smh.lausd.net | ccis.lausd.net

ATTACHMENT N



Self-Injury Awareness for Parents/Caregivers

Self-injury is a complex behavior, separate and distinct from suicide that some individuals engage in for various reasons such as: to take risks, rebel, reject their parents' values, state their individuality, or merely to be accepted. Others, however, may injure themselves out of desperation or anger to seek attention, to show their feelings of hopelessness and worthlessness, or because they have suicidal thoughts. Such individuals may suffer from serious mental health disorders such as depression, psychosis, Posttraumatic Stress Disorder (PTSD) or Bipolar Disorder. Some young children may resort to self-injurious acts from time to time but often grow out of it. Children with intellectual disability or autism as well as children who have been abused or abandoned may also show these behaviors.

If you become aware that your child or someone you know is engaging in self-injurious behavior, take action and get help.

What should I do if my child is engaging in self-injurious behavior?

If you become aware that your child is engaging in self-injurious behaviors, and if the injury appears to pose potential medical risks (e.g., excessive bleeding, need for stitches), call 911 immediately. If the injury does not appear to pose immediate medical risks, remain calm and nonjudgmental.

Appropriate actions include:

- Seek support from a mental health professional (e.g., therapist, psychologist, psychiatrist)
- Provide moral and nurturing support
- Participate in your child's recovery (e.g., family therapy)
- Support your child in an open and understanding way

EMERGENCY INFORMATION / After Hours Services

If you need IMMEDIATE help, call 911.

For a psychiatric emergency, contact the Department of Mental Health 24-hour ACCESS Center at (800) 854-7771.

Here's What You Can Do:

LISTEN

- Address the behavior as soon as possible by asking open ended questions. For example:
 - *Tell me what happened.*
 - *How long have you been feeling this way?*
- Talk to your child with respect, compassion, calm and caring.
- Understand that this is his/her way of coping.

PROTECT

- Take action immediately and get help.
- Foster a protective home environment.
- Set limits and provide supervision and consistency to encourage successful outcomes.
- Provide firm guidance, supervise and set limits around technology usage.
- Be cautious about giving out punishments or negative consequences as a result of the SI behavior, as these may inadvertently encourage the behavior to continue.

CONNECT

- Check in with your child on a regular basis.
- Become familiar with supports available at home, school and community. Contact appropriate person(s) at the school, for example, the school social worker, school psychologist, school counselor, or school nurse.

MODEL

- Model healthy and safe ways of managing stress and engage your child in these activities, such as taking walks, deep breathing, journal writing, or listening to music.
- Be aware of your thoughts, feelings and reactions about this behavior.
- Be aware of your tone. Expressing anger or shock can cause your child to feel guilt or shame.

TEACH

- Learn the warning signs and risk factors and provide information and education about suicide and self-injury.
- Encourage help seeking behaviors by helping your child identify adults they can trust at home, school and community.

SMH Clinics and Wellness Centers

North Valley Clinic

6651-A Balboa Blvd., Van Nuys 91406
Tel: 818-758-2300 | Fax: 818-996-9850

West Crenshaw Wellness Center

3206 W. 50th St., Los Angeles 90043
Tel: 323-290-7737 | Fax: 323-290-7713

Hyde Park Clinic

6519 S. 8th Ave., Bungalow #46,
Los Angeles 90043
Tel: 323-750-5167 | Fax: 323-759-2697

Washington Wellness Center

1555 West 110th St., Los Angeles 90043
Tel: 323-241-1909 | Fax: 323-241-1918

South 97th Street School Mental Health Clinic

Barrett Elementary School
439 W. 97th St., Los Angeles 90003
Tel: 323-418-1055 | Fax: 323-418-3964

San Pedro Clinic

704 West 8th St., San Pedro 90731
Tel: 310-832-7545 | Fax: 310-833-8580

Locke Wellness Center

316 111th St., Los Angeles 90061
Tel: 323-418-1055 | Fax: 323-418-3964

Carson Wellness Center

270 East 223rd St., Carson 90745
Tel: 310-847-7216 | Fax: 310-847-7214

East Bell/Cudahy School Mental Health Clinic

Ellen Ochoa Learning Center
7326 S. Wilcox, Cudahy 90201
Tel: 323-271-3676 | Fax: 323-271-3657

Ramona Clinic

231 S. Alma Ave., Los Angeles 90063
Tel: 323-266-7615 | Fax: 323-266-7695

Gage Wellness Center

2880 Zoe Ave., Huntington Park 90255
Tel: 323-826-9499 | Fax: 323-826-1524

Elizabeth LC Wellness Center

4811 Elizabeth St., Cudahy 90201
Tel: 323-271-3676 | Fax: 323-271-3657

Central Belmont Wellness Center

180 Union Place, Los Angeles 90026
Tel: 213-241-4451 | Fax: 213-241-4465

Roybal Clinic

1200 West Colton St., Los Angeles 90026
Tel: 213-580-6415 | Fax: 213-241-4465

For clinic referrals visit:
smh.lausd.net

General Information

- Self-injury (SI) provides a way to manage overwhelming feelings and can be a way to bond with peers (rite of togetherness).
- SI is defined as intentional tissue damage that can include cutting, severe scratching, pinching, stabbing, puncturing, ripping or pulling skin or hair, and burning.
- Tattoos and body piercing are not usually considered self-injurious behaviors, unless they are done with the intention to hurt the body.
- Individual mental health services can be effective when focused on reducing the negative thoughts and environmental factors that trigger SI.

Non-Suicidal Self-Injury

There is a difference between self-injury and suicidal acts, thoughts, and intentions. With suicide, ending life to escape all feelings is the goal. This is not the case with non-suicidal self-injury (NSSI). The following include some reasons for NSSI:

- Feel emotionally better
- Desperation or anger
- Manage painful feelings of current or past trauma
- Punish oneself
- Avoid or combat suicidal thoughts
- Feel pain or relief
- Have control of one's body



Signs of Self-Injury

- Frequent or unexplained bruises, scars, cuts, or burns
- Frequent inappropriate use of clothing designed to conceal wounds (often found on the arms, thighs or abdomen)
- Unwillingness to participate in activities that require less body coverage (swimming, physical education class)
- Secretive behaviors, spending unusual amounts of time in the bedroom, bathroom or isolated areas
- Bruises on the neck, headaches, red eyes, ropes/clothing/belts tied in knots (signs of the "choking game")
- General signs of depression, social-emotional isolation and disconnectedness
- Possession of sharp implements (razor blades, shards of glass, thumb tacks)
- Evidence of self-injury in drawings, journals, pictures, texts, and social networking sites

Resources for Parents/Caregivers & Children/Adolescents

Community Hotlines

Didi Hirsch Suicide Prevention Hotline
(877) 727-4747 (24 hours)
National Suicide Prevention Lifeline
(800) 273-TALK (8255) (24 hours)
Trevor Lifeline (866) 488-7386 (24 hours)
Teen Line (800) 852-8336 (6pm-10pm daily)

Online Resources

<http://www.didihirsch.org/>
<http://www.thetrevorproject.org/>
<http://teenline.org/>
<http://www.afsp.org/understanding-suicide>

Smartphone Apps

MY3
Teen Line Youth Yellow Pages

Text and Chat Resources

Crisis Chat (11am-11pm, daily)
<http://www.crisischat.org/chat>
Teen Line - text "TEEN" to 839863



USE SCHOOL LETTERHEAD

Sample Letter to Parent/Guardian RE: Self-Injury

DATE

Dear Parents/Guardians:

On _____, many students in a ____ grade classroom were involved in hurting themselves outside of their classrooms. These students were involved in using razor blades to cut themselves. Our mental health staff has advised us that this is known as a “rite of togetherness” in which students choose to bond together by hurting themselves. The _____ School Crisis Team and staff are working collaboratively with the Department of Mental Health, Los Angeles School Police Department and Local District Office staff. We believe we have identified all the students involved and have responded to each individually.

I would like to take this opportunity invite you to attend an important informational meeting for parents regarding youth who self-injure and how we can help our children. We hope you can join us. The parent meeting will be held as follows:

SCHOOL NAME
LOCATION
DATE
TIME

Also, please see the attached handout “Self-Injury and Youth – General Guidelines for Parents” for suggestions on how to respond to your child. At _____ School, the safety of every student and staff member is very important to us. Should you or your child have any concerns, please feel free to contact _____ (school psychologist, nurse, or administrator) at (XXX) XXX-XXXX. We are all involved in creating a safe environment for our students.

Sincerely,

NAME, Principal

For a copy of the sample letter in Microsoft Word and in Spanish, visit <http://suicideprevention.lausd.net>.

RESOURCE GUIDE

This list includes selected offices and community resources that can be helpful before, during and after a crisis. **Remember that your first call in a life-threatening emergency should be to 911.** To reach specific personnel, refer to the LAUSD Guide to Offices at www.lausd.net, under "Offices".

EMERGENCY RESOURCES

LA County Department of Mental Health ACCESS (Psychiatric Mobile Response Team) - 24/7 -collaborates with Crisis Counseling & Intervention Services for the administration and coordination of all mental health and law enforcement mobile response services in the event of a critical incident, including Psychiatric Mobile Response Teams (PMRT) and School Threat Assessment Response Teams (START). These teams respond to schools, offices, and homes. (800) 854-7771

Valley Coordinated Children's Services - a County funded resource to provide crisis intervention, assessment, short term stabilization and treatment, and evaluation and referral for psychiatric mobile response team. This agency serves children ages 3 - 17 years old in the San Fernando Valley. (818) 708-4500

Mental Evaluation Unit (MEU), including SMART - for law enforcement and mental health response, when an individual is a flight risk, violent, or high risk for harm to self or others. (213) 996-1300
(213) 996-1334

CRISIS LINES

National Suicide Prevention Lifeline (24-hour hotline) – a crisis line for individuals who are contemplating, threatening, or attempting suicide, including their family and friends. (800) 273-8255
(800) 273-TALK

Suicide Prevention Crisis Line (24-hour hotline) - a 24-hour crisis line for individuals who are contemplating, threatening, or attempting suicide, including their family and friends. (877) 727-4747

California Youth Crisis Line (24-hours hotline, bilingual) (800) 843-5200

Trevor Project (24-hour hotline) - provides crisis intervention and suicide prevention services to lesbian, gay, bisexual, transgender and questioning (LGBTQ) young people ages 13-24. Text and chat also available, with limited hours-visit www.thetrevorproject.org for more information. (866) 4-U-TREVOR
(866) 488-7386

Teen Line (6PM – 10PM) - a teen-to-teen hotline with community outreach services, from 6pm-10pm PST daily. Text, email and message board also available, with limited hours-visit <http://teenlineonline.org> for more information. (800) 852-8336
(800) TLC-TEEN

Parents, Families and Friends of Lesbians & Gays (PFLAG) Helpline - for individuals or families experiencing issues related to sexual orientation and/or gender identity. (888) 735-2488

LA County INFO Line (24-hour hotline) – for community resources and information within Los Angeles County. 211
www.211la.org

LAUSD RESOURCES

**Los Angeles School Police Department (LASPD)
Watch Commander (24/7-entire year)** (213) 625-6631

School Mental Health (including Crisis Counseling & Intervention Services) – for consultation Monday-Friday from 8:00am-4:30pm (213) 241-3841

Division of Special Education, Behavior Support Unit (213) 241-8051

Education Equity Compliance Office (213) 241-7682

Human Relations, Diversity and Equity – School Operations (213) 241-5337

Local District (LD) Operations Coordinators Refer to LD Directory

Office of Communications (213) 241-6766

Office of General Counsel (213) 241-7600

School Operations Division (213) 241-5337

Student Discipline Proceedings and Expulsion Unit (213) 202-7555

ONLINE RESOURCES

School Mental Health, LAUSD - <http://smh.lausd.net> - for information and referral forms for mental health services at clinics and Wellness Centers throughout the District.

Suicide Prevention, Crisis Counseling and Intervention Services - <http://suicideprevention.lausd.net> or <http://ccis.lausd.net> - for information and resources related to suicide prevention, intervention and postvention services.

National Suicide Prevention Lifeline – www.suicidepreventionlifeline.org – for resources including therapy and support group finder, self-care, education on risk factors and warning signs, and safety planning. Also includes information for Spanish speakers, hearing impaired individuals, and service members.

TEEN LINE - <http://teenlineonline.org> - text, email and message board also available, with limited hours-visit website for more information.

The Trevor Project - www.thetrevorproject.org - provides crisis intervention and suicide prevention services to lesbian, gay, bisexual, transgender and questioning (LGBTQ) young people ages 13-24. Text and chat also available, with limited hours-visit website for more information.

Family Acceptance Project – <http://familyproject.sfsu.edu> - for research-based, culturally grounded approaches to helping ethnically, socially and religiously diverse families decrease rejection and increase support for their LGBT children.

“My3” App - <http://www.my3app.org/safety-planning/> - a safety planning tool that allows users to create a safety plan programmed with 3 supportive contact people, the National Suicide Prevention Lifeline, and 911.

Suicide Prevention for Schools in Los Angeles County - <http://preventsuicide.lacoe.edu> – for resources, training modules, handouts, data, and research as it relates to youth suicide prevention, intervention, postvention and self-injury.

LAUSD Staff/Responder Emergency Plan - <http://achieve.lausd.net/emergencyapps> - mobile application.

Cover Sheet

Approval of Revisions to Staff Evaluation Protocols

Section: II. Consent Items
Item: C. Approval of Revisions to Staff Evaluation Protocols
Purpose: Vote
Submitted by:
Related Material: II C Staff Evaluation Protocols.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	II C
Date:	10.12.2017
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 Evaluation Protocols

Proposed Board Recommendation

I move that the board approve the revisions to the evaluation protocols.

Background

The Purposes of the Evaluation:

MPS firmly believes that teacher and school leader qualities are the most important variables in increasing student achievement. The evaluation process helps the teacher and the school leaders build on the strengths of the teacher and identify those areas the teacher needs improvement to become more effective and efficient at his/her job. Performance evaluation allows the school administrators and the teacher to communicate openly about performance, mutually establish goals and identify actions for progress, and evaluate results which may provide a basis and documentation for transfer, promotion, reassignment, or disciplinary action.

The Teacher Evaluation Process:

MPS will use multiple measures in order to make a reliable teacher evaluation. These measures include (1) Teacher Performance on the MPS Framework for Teaching, (2) Teacher Professional Qualities, Dispositions, and Responsibilities, (3) Student and Parent Voices, and **(4) Student Performance**. Using multiple measures will provide for better insight and reliability than using only one measure.

Standards in the MPS Framework for Teaching involve teaching processes and teaching outcomes, and are the basis for classroom observation evaluations. The annual evaluation process involves frequent informal classroom observations and feedback for the teacher, a formal observation cycle, collection of evidence to foster collaboration with the teacher, and goal setting and monitoring. This process is supplemented by assessment of teacher's professional qualities, dispositions, and responsibilities, student and parent feedback through surveys, and student performance data. Numerous academic studies confirm the long-held belief that teacher quality is one of the greatest determinants of student achievement. By incorporating student performance into teacher evaluation, MPS wants to keep ongoing student performance discussions with the teacher.



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The protocols:

MPS uses detailed protocols and calendars for employee evaluation which include self-assessments, goal-setting and monitoring meetings, informal and formal observations, and other gathering of evidence for professional growth. Teachers, school leaders, and all other employees all follow a similar protocol, with appropriate criteria and indicators depending on the job functions of the employee. In order to distinguish teachers, school leaders, and other support staff at the school sites, MPS has developed three separate protocols which all have a similar structure and flow the same way for coherency. 15% of the overall evaluation score in all three protocols are based on student, parent, and staff voices and 20% based on student performance.

Revisions to be Adopted by the Board:

The most major revision in the protocols is the inclusion of student performance as 20% of the overall evaluation ratings. In the past the Board had asked the team to include student performance data in evaluations and we had been waiting for the CA School Dashboard and the new accountability system in CA to be established before making Student Performance as one of our measures. The section titled “Student Performance” in the attached protocols explains how the CA School Dashboard data will be used to produce a score for each of our schools.

To give an idea, MPS will assign the following points to each color: Red-1, Orange-2, Yellow-3, Green-4, and Blue-5. For each state indicator, the average point (out of 5) will be calculated considering the assigned points for “all students” and each student group. After average points for each state indicator for a school are determined, these average points will be weighed such that the student achievement indicators/outcomes in a broad course of study, i.e., ELA, math, English Learner Progress Indicator (ELPI) and College and Career Readiness Indicator (CCI) will have double weight as the student engagement/school climate indicators, i.e., graduation rate, chronic absenteeism, and suspension rate. Finally, the overall score will be proportioned to 20 points since Student Performance will count as 20 percent of the end-of-year overall evaluation.

The method described above takes into account performance of student groups and not just “all students” as a school. Also, each state indicator has different number of student groups, so treating each indicator separately allows us to value each state indicator appropriately. We have also decided to weigh the academic indicators more heavily since these indicators have more weight on charter school renewal. The following table shows the scores each MPS school would earn if this method was used last year. (Note: The scores are based on the latest release of the CA School Dashboard, i.e., Spring 2017. The Dashboard will be updated this fall and hence this table.)

School	Points (out of 20)
MSA-1	13.87
MSA-2	6.56
MSA-3	14.00
MSA-4	13.06
MSA-5	11.60



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MSA-6	12.00
MSA-7	12.29
MSA-Bell	10.40
MSA-San Diego	18.48
MSA-Santa Ana	18.00
MPS	14.09

There are no other revisions to the existing protocols except for minor updates, such as the sample questions included in our surveys. MPS has started using the Core Instrument survey tool, so our survey questions have changed a little bit, but we are now part of a group of core districts for survey purposes which allows us to compare our approval rates on a more objective basis.

With the revisions, MPS will use the following weights for each measure to determine an end-of-year overall rating.

Teacher:

Measure	Percentage
Teacher Performance on the MPS Framework for Teaching	55%
Teacher Professional Qualities, Dispositions, and Responsibilities	10%
Student, Parent, and Staff Voices	15%
Student Performance	20%

School Leader:

Measure	Percentage
School Leader Performance on the CPSEL	65%
Student, Parent, and Staff Voices	15%
Student Performance	20%

General Staff:

Measure	Percentage
Employee Performance on the MPS Core Value Indicators	65%
Student, Parent, and Staff Voices	15%
Student Performance	20%



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Training:

The Chief Accountability Officer and the Chief Academic officer have been training MPS school site leaders on the Teacher and School Leader Evaluation Protocols during the monthly academies throughout the year as well as leading discussion and collecting feedback on the protocol. Working with HR, we will also train school sites on the generic evaluation protocol, to create a school culture of self-assessment, goal-setting, accountability and continuous professional growth.

Attached are the full protocols with their attachments, all in one document.

Budget Implications

None.

Name of Staff Originator:

David Yilmaz
Chief Accountability Officer

Attachments

MPS TEACHER EVALUATION_ALL DOCUMENTS
MPS SCHOOL LEADER EVALUATION_ALL DOCUMENTS
MPS GENERIC EMPLOYEE EVALUATION_ALL DOCUMENTS



MPS EVALUATION PROTOCOLS:

- Teacher Observation/Evaluation**
- School Leader Evaluation**
- Generic Staff Evaluation**



Teacher Observation/Evaluation

Purposes:

- Increase student achievement
- Build on the strengths of the teacher
- Identify improvement areas
- Communicate openly about performance
- Mutually establish goals and identify actions for progress
- Evaluate results

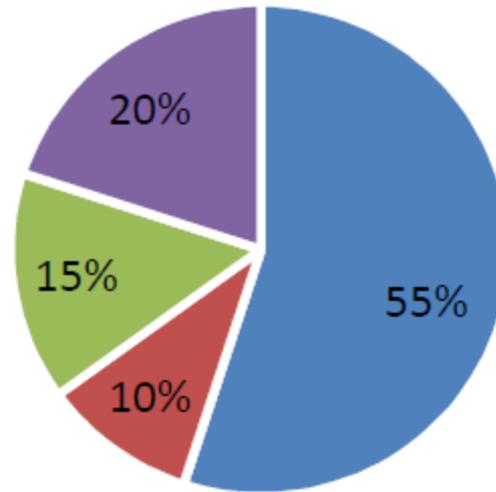
Teacher Observation/Evaluation

Measures:

- (1) Teacher Performance on the MPS **Framework for Teaching**
- (2) Teacher **Professional Qualities**, Dispositions, and Responsibilities
- (3) Student, Parent, Staff **Voices**
- (4) **Student Performance**

Teacher Evaluation

Measures of Teacher Evaluation



- Teacher Performance on the MPS Framework for Teaching
- Teacher Professional Qualities, Dispositions, and Responsibilities
- Student, Parent, and Staff Voices
- Student Performance

Teacher Observation/Evaluation

Steps (for every teacher):

- ❑ Self-Assessment
- ❑ Goal Setting & Progress Monitoring (mid-year & end-of-year checks)
- ❑ Eight (unrated) informal observations
- ❑ One formal observation cycle (pre-conference, observation, post-conference)
- ❑ At least two peer-observations
- ❑ Summative Assessment (Ratings recorded for Standards 1 through 10)
- ❑ Teacher Professional Qualities, Dispositions, and Responsibilities
- ❑ Student, Parent, Staff Voices
- ❑ Student Performance
- ❑ Teacher Evaluation Summary (Ineffective, Developing, Effective, Highly Effective)

Teacher Observation/Evaluation

MPS Framework for Teaching

- ❑ Domain 1: Learning Environment (2 standards)
- ❑ Domain 2: Planning & Preparation (2 standards)
- ❑ Domain 3: Instruction & Assessment (5 standards)
- ❑ Domain 4: Professional Growth (1 standard)

DOMAIN 1: LEARNING ENVIRONMENT

Teacher creates a safe, productive, collaborative, and inviting learning environment that fosters a sense of community and personal responsibility to ensure that students maximize learning.

Standard 1. Teacher establishes classroom rules, practices, and procedures that support a positive, productive learning environment.

- ELEMENT 1: CLASSROOM NORMS
- ELEMENT 2: TEACHER WITHITNESS & RESPONSIVENESS
- ELEMENT 3: MAXIMIZING LEARNING TIME
- ELEMENT 4: CLASSROOM ENVIRONMENT & ACCESS TO RESOURCES

Standard 2. Teacher creates learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.

- ELEMENT 5: BUILDING A CARING COMMUNITY OF LEARNERS
- ELEMENT 6: CULTURALLY RESPONSIVE TEACHING (CRT)
- ELEMENT 7: HIGH EXPECTATIONS & STUDENT MOTIVATION
- ELEMENT 8: SOCIAL-EMOTIONAL SUPPORT & RECOGNITION

Teacher Observation/Evaluation

Descriptions of teacher and student behaviors and expectations

Standard 5. Teacher sets the stage and effectively communicates learning expectations.

Meets:

- **ELEMENT 17: ARTICULATION OF LEARNING OBJECTIVES:** Teacher articulates learning objectives in a student-friendly language. Teacher has the students interact with the objectives and checks for student understanding of them. (Ex: "TAPPLE")
- **ELEMENT 18: HOOK & ACTIVATING PRIOR KNOWLEDGE (APK):** Teacher gets students' attention and focus and hooks them into the lesson. (Ex: *anticipatory set*) Teacher activates prior knowledge. (Ex: *through universal experience or sub-skill review*)
- **ELEMENT 19: LESSON SIGNIFICANCE & CONNECTIONS:** Teacher clearly communicates significance of the lesson and how it fits with the unit/curriculum goals. Teacher makes connections between the current learning objectives and the students' prior and future learning to further student understanding of the content material within or outside of the unit or discipline. (Ex: *personal, academic, real-life importance*)
- **ELEMENT 20: REFERRING TO LEARNING OBJECTIVES:** Teacher uses strategies consistently, such as paraphrasing, repetition, visual cues, essential questions, etc., to interpret learning objectives to students. Teacher routinely refers to the learning objectives and supporting materials (e.g., *word walls, essential questions, etc.*) during instruction.

Exceeds:

- When asked, students can explain the learning objectives of the lesson.
- Students are mentally engaged in the concept, process, or skill to be learned. In relationship to the objective, students actively and effectively engage in the process of connecting the lesson to prior learning.
- When asked, students can explain connections between objectives and how they apply to other goals and learnings.
- When asked, students can explain how the learning objectives relate to the learning objectives.



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What do you think of the new TeachBoost?
  

District Teacher Evaluation Dashboard

 **871**

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 **493**

[Complete Forms](#) —

 **351**

[In Progress Forms](#) —

 **27**

[Scheduled Forms](#) —

Target Progress

[Full Report](#)

[All Targets](#) ▼

Group			Self-Assessment	Goal-Setting and Progress Monitoring	Informal Observation
Magnolia Educational Research Foun... All Targets			195 / 203	138 / 203	346 / 1624
Region 1 All Targets			8 / 145	15 / 145	18 / 1160
Magnolia Science Academy 1 All Targets			31 / 31	31 / 31	34 / 248
Magnolia Science Academy 2 ...			23 / 25	2 / 25	6 / 200

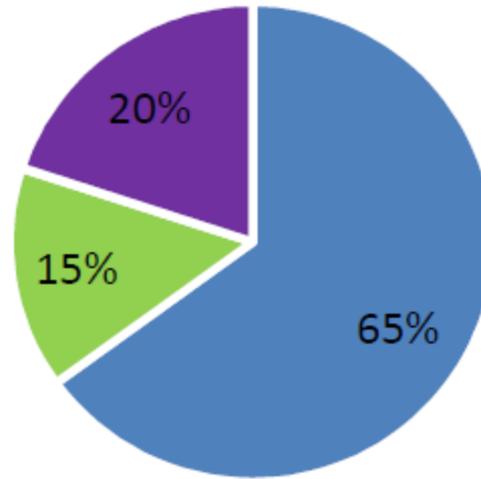
School Leader Evaluation

Measures:

- (1) California Professional **Standards** for Education Leaders (CPSEL),
- (2) Student, Parent, and Staff **Voices**,
- (3) Student Performance.

School Leader Evaluation

Measures of School Leader Evaluation



- Ratings on California Professional Standards for Education Leaders (CPSELS)
- Student, Parent, and Staff Voices
- Student Performance

School Leader Evaluation

Steps (for every school leader):

- ❑ Self-Assessment
- ❑ Goal Setting & Progress Monitoring (mid-year & end-of-year checks)
- ❑ Summative Assessment (Ratings recorded for Standards 1 through 6)
- ❑ Student, Parent, and Staff Voices
- ❑ Student Performance
- ❑ School Leader Evaluation Summary (Ineffective, Developing, Effective, Highly Effective)

School Leader Evaluation

California Professional Standards for Education Leaders (CPSEL)

- ❑ Development and Implementation of a Shared Vision
- ❑ Instructional Leadership
- ❑ Management and Learning Environment
- ❑ Family and Community Engagement
- ❑ Ethics and Integrity
- ❑ External Context and Policy

School Leader Evaluation

Example Indicators for Standards

STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT

Standard 4. Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize c

Example Indicators:

<u>Principal</u>	<u>Dean of Academics</u>	<u>Dean of Students</u>	<u>Dean of Culture</u>
<ul style="list-style-type: none"> ▪ Communicate information about the school on a regular and predictable basis through a variety of media ▪ Solicit input from and communicate regularly with all parents and families in ways that are accessible and understandable (LCAP, SSC, ELAC, PTF, etc.) ▪ Share leadership responsibility by establishing community, business, institutional and civic 	<ul style="list-style-type: none"> ▪ Engage families with staff to establish academic programs and supports that address individual and collective student assets and needs ▪ Coordinate and support schoolwide programs such as orientation, back to school night, assemblies, parent-teacher conferences, career fairs, guest speakers, etc. ▪ Assess progress and grade reports before they are mailed out to families 	<ul style="list-style-type: none"> ▪ Seek out and collaborate with community programs and services that assist students who need academic, mental, linguistic, cultural, social-emotional, physical, or other support to succeed in school ▪ Work with community emergency and welfare agencies to develop positive relationships ▪ Coordinate and support schoolwide programs such as orientation, back to school 	<ul style="list-style-type: none"> ▪ Communicate information about the school on a regular and predictable basis through a variety of media ▪ Establish a welcoming environment for family participation and education ▪ Coordinate and support schoolwide programs such as orientation, back to school night, assemblies, parent-teacher conferences, career fairs, guest speakers, etc. ▪ Serve as liaison to the

**TeachBoost** 2016—17 Magnolia Educational Research Foundation
Aug '16 - Jul '17 District Principal Evaluation Dashboard



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District Principal Evaluation Dashboard

 **9**
All Forms →

 **1**
Complete Forms →

 **8**
In Progress Forms →

 **0**
Scheduled Forms →

Target Progress

[Full Report](#)

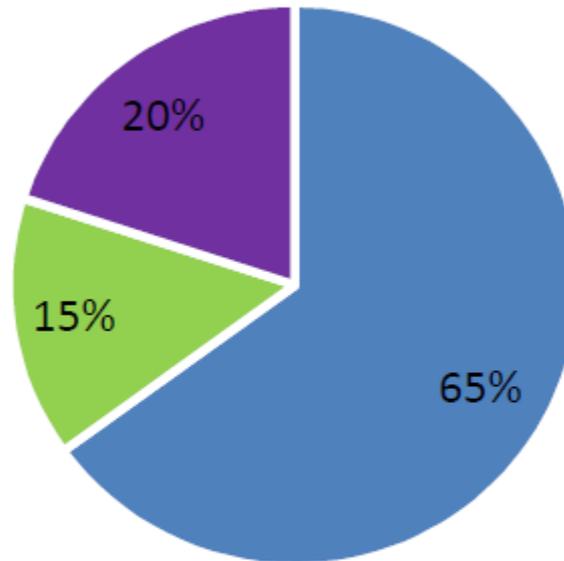
Group	Self-Assessment – Principal	Goal-Setting and Progress Monitoring – Principal
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Generic Staff Evaluation

- (1) Ratings on the MPS Core Value Indicators
- (2) Student, Parent, and Staff Voices
- (3) Student Performance

Generic Staff Evaluation

Measures of Generic Employee Evaluation



- Ratings on the MPS Core Value Indicators
- Student, Parent, and Staff Voices
- Student Performance

Generic Staff Evaluation

Steps (for other staff):

- ❑ Self-Assessment
- ❑ Goal Setting & Progress Monitoring (mid-year & end-of-year checks)
- ❑ Summative Assessment (Ratings recorded for Core Value Areas 1 through 10)
- ❑ Student, Parent, and Staff Voices
- ❑ Student Performance
- ❑ Generic Staff Evaluation Summary (Ineffective, Developing, Effective, Highly Effective)

Generic Staff Evaluation

Core Value Areas

- ❑ CORE VALUE: EXCELLENCE
 - 1) EFFECTIVENESS
 - 2) EFFICIENCY
 - 3) ETHICS & PROFESSIONALISM
 - 4) PROFESSIONAL GROWTH
- ❑ CORE VALUE: INNOVATION
 - 4) INFORMATION LITERACY & TECHNOLOGY SKILLS
 - 5) CRITICAL THINKING & PROBLEM SOLVING
 - 6) INITIATIVE & CREATIVITY
- ❑ CORE VALUE: CONNECTION
 - 8) COMMUNICATION
 - 9) COLLABORATION & COLLEGIALLY
 - 10) COMMUNITY & EXTERNAL CONTEXT

Generic Staff Evaluation

Core Value Example Indicators

CORE VALUE: EXCELLENCE
Area 1: EFFECTIVENESS
<i>Example Indicators:</i> <ul style="list-style-type: none">▪ Thoroughly understands the duties and responsibilities of the job and fulfills the expectations established for job duties.▪ Demonstrates appropriate skills in specific job duties.▪ Demonstrates a thorough and in-depth knowledge of job content.▪ Understands the theory, standards, ethics, guidelines, trends, and best practices in use relating to job duties.▪ Commits to high standards; sets high expectations and goals for performance.▪ Is very effective at establishing overall goals and then determining the steps to reach those goals.▪ Keeps up to date with departmental/organizational objectives.▪ Shows commitment to excellence and pays close attention to detail.▪ Demonstrates reliable consistency in the performance of assigned duties.▪ Consistently produces high-quality work.▪ <i>(For employees with supervisory responsibilities)</i> Develops and implements a shared mission and vision (for the department/organization), sets specific measurable goals with outcomes and detailed strategies, develops a detailed project plan, and meets goals.

Surveys

- ❑ Student, Parent, Staff
- ❑ Conducted in February
- ❑ Analyzed and results presented in March
- ❑ Informs LCAP and evaluations

How strongly do you agree or disagree with the following statements about your experience with this school this year?

- This school provides high quality instruction to my child.
- This school has high expectations for all students.
- I feel welcome to participate at this school.
- School staff treats me with respect.
- School staff takes my concerns seriously.
- School staff welcomes my suggestions.
- School staff responds to my needs in a timely manner.

Surveys

AVERAGE APPROVAL RATE		CHANGE (FROM PRIOR YEAR)				
		Declined Significantly by 10% or more	Declined by 5% to less than 10%	Maintained Declined or improved by less than 5%	Increased by 5% to less than 10%	Increased Significantly by 10% or more
STATUS (CURRENT YEAR)	Very High 85% or greater	4	4	5	5	5
	High 70% to less than 85%	3	4	4	4	5
	Medium 60% to less than 70%	2	3	3	4	4
	Low 50% to less than 60%	2	2	2	3	3
	Very Low Less than 50%	1	1	1	2	3

MSA-1	13
MSA-2	11
MSA-3	11
MSA-4	13
MSA-5	13
MSA-6	13
MSA-7	12
MSA-BELL	13
MSA-SD	12
MSA-SA	13

Student Performance

- ❑ Included in 2017-18
- ❑ Based on the CA school dashboard **state indicators**
- ❑ Based on both achievement and growth

Status and Change Data Layout: All Students

Status/Change Report		All Students Performance	Status	Change
State Indicators				
Chronic Absenteeism		N/A	N/A	N/A
Suspension Rate			.5%	-1.1%
English Learner			62%	-1.0%
Graduation Rate			87%	+2%
College/Career		N/A	N/A	N/A
English Language Arts Assessment			50.7%	no change
Mathematics Assessment			20%	no change

Student Groups

□ Performance of the following student groups are considered in the accountability system:

- English learners
- Socioeconomically disadvantaged pupils
- Foster youth
- Homeless youth
- Students with disabilities
- Racial/ethnic groups, including:
 - African-American
 - American Indian/Native Alaskan
 - Asian
 - Filipino
 - Hispanic/Latino
 - Native Hawaiian/Pacific Islander
 - Two or more races
 - White

Student Performance

- Points will be assigned to each color: **Red**-1, **Orange**-2, **Yellow**-3, **Green**-4, and **Blue**-5.
- For each state indicator, the average point (out of 5) will be calculated considering the assigned points for “all students” and each student group.

Status and Change Data Layout: All Students

- The following state indicators will be assigned double weight:

Status/Change Report		All Students Performance	
State Indicators		Status	Change
Chronic Absenteeism	N/A	N/A	N/A
Suspension Rate		.5%	-1.1%
English Learner		62%	-1.0%
Graduation Rate		87%	+2%
College/Career	N/A	N/A	N/A
English Language Arts Assessment		50.7%	no change
Mathematics Assessment		20%	no change

Student Performance

- ❑ 20% of overall evaluation score
- ❑ Will be re-calculated as the new CA School Dashboard is released annually

MSA-1	13.87
MSA-2	6.56
MSA-3	14.00
MSA-4	13.06
MSA-5	11.60
MSA-6	12.00
MSA-7	12.29
MSA-Bell	10.40
MSA-SD	18.48
MSA-SA	18.00
MPS	14.09
MPS-LA	13.35
LAUSD	13.00
SDUSD	13.70
SAUSD	12.73

THANK YOU!

- Questions?



TEACHER EVALUATION PROTOCOL

MAGNOLIA PUBLIC SCHOOLS (MPS) TEACHER EVALUATION PROTOCOL

Introduction

The vision of Magnolia Public Schools (MPS) is that our graduates are scientific thinkers who contribute to the global community as socially responsible and educated members of society. It is MPS' mission to provide a college preparatory educational program emphasizing science, technology, engineering, arts, and math (STEAM) in a safe environment that cultivates respect for self and others. All MPS teachers are expected to learn, grow, and commit to the vision and mission of MPS within their roles and responsibilities. The successful work of MPS teachers can only be realized in a culture where there is learning, open and honest communication, teamwork, use of data, and accountability. The MPS evaluation process is designed to contribute to the organization's pursuit of excellence in education.

The Purposes of the Evaluation

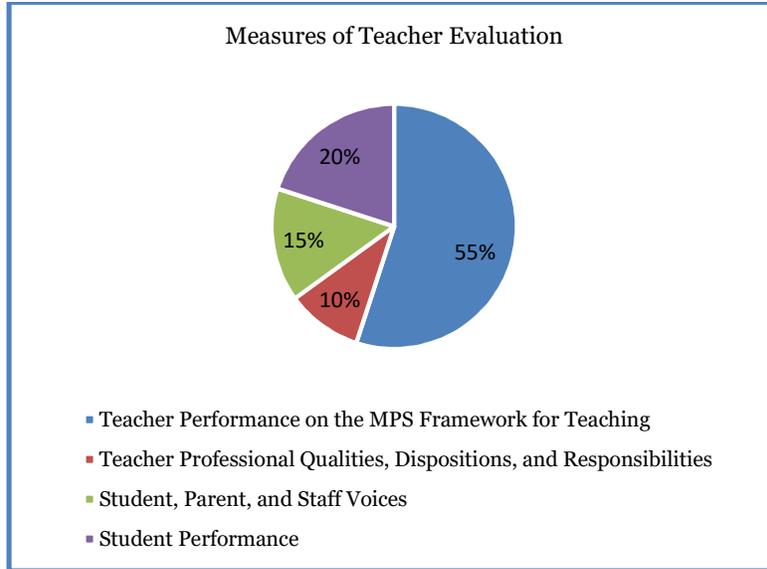
MPS firmly believes that teacher quality is the most important variable in increasing student achievement. The evaluation process helps the teacher and the school administrators build on the strengths of the teacher and identify those areas the teacher needs improvement to become more effective and efficient at his/her job. Performance evaluation allows the school administrators and the teacher to communicate openly about performance, mutually establish goals and identify actions for progress, and evaluate results which may provide a basis and documentation for transfer, promotion, reassignment, or disciplinary action.

The Evaluation Process

MPS will use multiple measures in order to make a reliable teacher evaluation. These measures include (1) Teacher Performance on the MPS Framework for Teaching, (2) Teacher Professional Qualities, Dispositions, and Responsibilities, (3) Student and Parent Voices, and (4) Student Performance. Using multiple measures will provide for better insight and reliability than using only one measure.

Standards in the MPS Framework for Teaching involve teaching processes and teaching outcomes, and are the basis for classroom observation evaluations. The annual evaluation process involves frequent informal classroom observations and feedback for the teacher, a formal observation cycle, collection of evidence to foster collaboration with the teacher, and goal setting and monitoring. This process is supplemented by assessment of teacher's professional qualities, dispositions, and responsibilities, student and parent feedback through surveys, and student performance data. Numerous academic studies confirm the long-held belief that teacher quality is one of the greatest determinants of student achievement. By incorporating student performance into teacher evaluation, MPS wants to keep ongoing student performance discussions with the teacher. MPS will use the following weights for each measure to determine an end-of-year overall rating.

Measure	Percentage
Teacher Performance on the MPS Framework for Teaching	55%
Teacher Professional Qualities, Dispositions, and Responsibilities	10%
Student and Parent Voices	15%
Student Performance	20%



End-of-Year Overall Evaluation Rating

Evaluators will use the weights (percents) established above for each measure of teacher evaluation and the final score earned by the teacher on each measure to calculate an end-of-year overall performance score of the teacher. As can be seen in the table below, depending on the overall performance score, the teacher will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

Overall Performance	Overall Evaluation Rating	Rating Descriptor
85% - 100%	4: Highly Effective (HE)	Teacher consistently demonstrates behaviors reflective of the standards in the MPS Framework for Teaching that are above and beyond stated expectations. Teachers who perform at this level exceed goals and targets established for student performance and survey data indicates high levels of satisfaction. A Highly Effective rating means that the only areas for growth would be to expand on the strengths and find innovative ways to apply it to the benefit of the school. Specific comments (i.e., evidence, explanation) are required for rating a teacher as Highly Effective. A Highly Effective rating means that performance is excellent. The employee is a top performer in all areas of teaching performance, student achievement, and academic progress in the perception of others.
65% - 84%	3: Effective (E)	Teacher demonstrates behaviors reflective of the standards in the MPS Framework for Teaching most of the time and meets goals and any targets established for student performance and survey data. The indicator of performance delivered when rating one as Effective is that performance is satisfactory and similar to that of others regarded as good performers. While there are areas remaining that require further development to be considered an excellent performer, an Effective classification is indicative of a valued teacher.
50% - 64%	2: Developing (D)	Teacher sometimes demonstrates behaviors reflective of the standards in the MPS Framework for Teaching and meets some of the goals and targets established for student performance and survey data. A Developing rating indicates that the employee performs well at times but requires more consistent performance overall. Teacher demonstrates potential, but must focus on opportunities for improvement to elevate his/her performance on the standards.
Less than 50%	1: Ineffective (I)	Teacher rarely demonstrates behaviors reflective of the standards in the MPS Framework for Teaching and meets few goals and targets for student performance and survey data. The demonstrated performance of this teacher requires intervention. A rating of Ineffective indicates that performance is unsatisfactory and the teacher requires significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

Evaluation Calendar

The following table outlines the steps of the evaluation process with recommended timeline.

Timeline	Forms/Documents	Evaluation Steps
August	Evaluation Protocol MPS Framework for Teaching Self-Assessment Form Goal Setting & Progress Monitoring Form Planning & Preparation Evidence Form	<ul style="list-style-type: none"> At the beginning of the school year, the evaluators will provide the teacher with the evaluation protocol, including the MPS Framework for Teaching, forms for self-assessment, goal setting and progress monitoring, and planning and preparation evidence.
August-September	Classroom Observation Form	<ul style="list-style-type: none"> The evaluators will complete two informal observations per teacher focusing on Domain 1: Learning Environment (Standards 1 & 2)
September	Self-Assessment Form #1 Goal Setting & Progress Monitoring Form #1	<ul style="list-style-type: none"> During September, every teacher will complete a self-assessment to identify his/her strengths, evidence of meeting standard, and areas for improvement or refinement for each standard, with a focus on Standards 1-7. Based on his/her areas for improvement or refinement and information gathered from artifacts and other sources, the teacher will meet with the evaluators and set one or two goals for the school year that focus on one or two of the standards from Standards 1-7.
October	Classroom Observation Form	<ul style="list-style-type: none"> The evaluators will complete one informal observation per teacher focusing on Domain 2: Planning & Preparation (Standards 3 & 4)
Mid-October to end of October	Planning & Preparation Evidence Form	<ul style="list-style-type: none"> By the end of October, every teacher will provide the evaluators with his/her planning and preparation evidence form to demonstrate teacher's effectiveness in organizing subject matter, planning instruction, and designing learning experiences for all students. The teacher will attach unit plan(s) for the months of October, November, and December and an exemplary lesson plan to be implemented during November, which may be picked for a formal observation. The evaluators will set dates with selected teachers for a formal observation cycle, preferably from mid-October to mid-November. The cycle includes a formal observation, preceded by

		<p>a pre-observation conference and followed by a post-observation conference. Ideally, the formal observation cycle for a selected teacher will be completed within a week.</p> <ul style="list-style-type: none"> ▪ Selected teachers include all teachers with 1, 2 or 3 years at MPS and random teachers with 4+ years.
Mid-October to end of November	<p>Planning & Preparation Evidence Form</p> <p>Classroom Observation Form</p>	<ul style="list-style-type: none"> ▪ The evaluators will conduct a Formal Observation Cycle for each selected teacher. Please refer to the section for “Formal Observations” in this protocol for detailed description of the cycle.
November-December	Classroom Observation Form	<ul style="list-style-type: none"> ▪ The evaluators will complete one informal observation per teacher focusing on Domain 3: Instruction & Assessment (Standards 5, 6, & 7).
Early December	<p>Goal Setting & Progress Monitoring Form #1</p> <p>Self-Assessment Form #2</p> <p>Goal Setting & Progress Monitoring Form #2</p> <p>Summative Assessment Form</p>	<ul style="list-style-type: none"> ▪ Every teacher will complete a self-assessment to identify his/her strengths, evidence of meeting standard, and areas for improvement or refinement for each standard with a focus on Standards 8-10. ▪ Based on his/her areas for improvement or refinement and information gathered from artifacts and other sources, the teacher will meet with the evaluators in December. At this meeting, teachers will discuss progress/completion of goals set in September with the evaluators. Teachers will document their progress on their prior goals, and if necessary, make adjustments to action plans. Teachers will also set one or two goals with a focus on one or two of the standards from Standards 8-10 for the remainder of the year. ▪ For each teacher who went through the Formal Observation Cycle, the evaluators will assign a rating on Standards 1 through 7 on the Summative Assessment Form. ▪ Evaluators may develop a teaching improvement plan with the teachers who receive ratings of 1 or 2 on any standard. The Goal Setting & Progress Monitoring Form can be used for this purpose.
By the end of December		<p>By the end of December, the following will have been completed:</p> <ul style="list-style-type: none"> ▪ For every teacher: <ul style="list-style-type: none"> ○ Four (unrated) informal observations ○ Planning & Preparation Evidence Form ○ Self-Assessment Forms #1 & 2 (with Goal Setting & Progress Monitoring) ○ At least one peer-observation

		<ul style="list-style-type: none"> ▪ For selected teachers: <ul style="list-style-type: none"> ○ One formal observation cycle (Ratings will be recorded on the Summative Assessment for Standards 1 through 7)
January-March	Classroom Observation Form	<ul style="list-style-type: none"> ▪ The evaluators will complete two informal observations per teacher focusing on Domain 3: Instruction & Assessment (Standards 8 & 9).
Mid-February to mid-March	Planning & Preparation Evidence Form Classroom Observation Form	<ul style="list-style-type: none"> ▪ For those teachers who have not gone through a formal evaluation cycle yet, the evaluators will set dates for a formal observation cycle, preferably in mid-February through mid-March. ▪ Teachers who will go through the formal evaluation cycle will provide the evaluators with his/her planning and preparation evidence form to demonstrate teacher's effectiveness in organizing subject matter, planning instruction, and designing learning experiences for all students. The teacher will attach unit plan(s) for the months of February and March and an exemplary lesson plan to be implemented during the week of observation, which may be picked for a formal observation.
Mid-March to April 1	Summative Assessment Form	<ul style="list-style-type: none"> ▪ For each teacher, the evaluators will assign a rating on Standards 1 through 10 on the Summative Assessment Form.
By April 1		Since the beginning of the year until April 1, the following will have been completed: <ul style="list-style-type: none"> ▪ For every teacher: <ul style="list-style-type: none"> ○ Six (unrated) informal observations ○ One formal observation cycle (Ratings recorded on the Summative Assessment for Standards 1 through 10) ○ Planning & Preparation Evidence Form ○ Self-Assessment Forms #1 & 2 (with Goal Setting & Progress Monitoring) ○ At least two peer-observations
By April 1	Professional Qualities, Dispositions, and Responsibilities Form Teacher Evaluation Summary Page	<ul style="list-style-type: none"> ▪ Evaluators will complete the Professional Qualities, Dispositions, and Responsibilities Form. ▪ Evaluators will have the final scores for student and parent survey results available. ▪ For each teacher, the evaluators will enter an end-of-year overall evaluation rating into the Teacher Evaluation Summary

		<p>Page.</p> <ul style="list-style-type: none"> Evaluators will share the completed evaluation forms with each teacher. Forms include: Teacher Evaluation Summary Page, Teacher Summative Assessment Form, and the Professional Qualities, Dispositions, and Responsibilities Form.
April-May	Classroom Observation Form	<ul style="list-style-type: none"> The evaluators will complete two informal observations per teacher focusing on Standards 8 & 9, and other identified areas for growth unique to each teacher.
May	Goal Setting & Progress Monitoring Form #3	<ul style="list-style-type: none"> Every teacher will meet with the evaluators to discuss progress/completion of goals. Teachers will document their progress on their goals, and if necessary, make adjustments to action plans. In addition, the teachers and the evaluators will discuss possible new goals for the next school year.

The above timeline is recommended to the MPS evaluators to ensure timely completion of all steps of the evaluation process. Evaluators can be flexible with the timeline without compromising the fundamental design of the process. For example; depending on the number of teachers and actual formal observation schedules, evaluators may choose to combine the post-observation conference in November with the goal setting and progress monitoring meeting in December for selected teachers. Or, instead of doing it in May, the evaluators may choose to conduct the final goal setting and progress monitoring meetings, for some or all of the teachers, before final evaluations are shared out. Also, while monthly focus on specific standards promotes organization-wide coherence and is strongly recommended by MPS, evaluators can and should focus on any identified area for growth at any time of the year.

Measures of Teacher Evaluation:

(1) Teacher Performance on the MPS Framework for Teaching

MPS Framework for Teaching is based on research in educational psychology and cognitive science, as well as best practices in the field. The standards involve teaching processes and teaching outcomes, and are the basis for classroom observations and evaluations. The framework provides a foundation for professional conversations among practitioners as they seek to enhance their teaching skills. It may also be used organization-wide as the foundation of mentoring, coaching, professional development, and teacher evaluation processes, thus linking all those activities together and helping teachers become more thoughtful practitioners. Developing a common understanding of the framework is critical; therefore, training for all teachers, school administrators, and staff is highly recommended.

The annual evaluation process at MPS involves frequent informal classroom observations and feedback for the teacher, a formal observation cycle, collection of evidence to foster collaboration with the teacher, and goal setting and monitoring. MPS will use an online tool to record and share classroom observation notes, feedback, evidence, forms, evaluation results, and all other related documentation. The tool can be used by both the teacher and the observer or evaluator in respect to their roles. Teachers are encouraged to conduct peer observations. Informal observations can be conducted by the school administrators as well as instructional coaches, department chairs, MPS Home Office support team, and other professionals. Informal observations are mainly conducted for the purpose of providing focused, constructive, and critical feedback to the teacher aimed at improving teaching, or sometimes, just for learning from the observations. While formal observations also provide feedback and guide coaching of the teacher like the informal ones, they form the basis for evaluation of job performance evaluation and are conducted by the school administrators.

The teacher being evaluated will take the lead in conducting the evaluation process through the use of self-assessment, reflection and by gathering evidence for teaching practice. The evaluator will conduct classroom observations to collect evidence on specific standards. Collaborative use of evidence and reflection will provide a basis for self-assessment, goal-setting, professional development, and demonstration on specific standards and expectations. The evaluator and the school administrator will meet mid-year to discuss progress toward annual goals, and if necessary, any adjustment to action plans. The evaluator and the administrator will meet toward year-end to discuss progress or completion of goals and possible new goals for the next school year.

After completion of the evaluation process, each teacher will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each standard on the MPS Framework for Teaching. Besides rating (1) Teacher Performance on the MPS Framework for Teaching, the evaluators will also score (2) Teacher Professional Qualities, Dispositions, and Responsibilities, (3) Student and Parent Voices, and (4) Student Performance. The final score and the weight for each measure will be used to calculate an end-of-year overall performance score of the teacher. Depending on the overall performance score, the teacher will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

Classroom Observations

Classroom observations are at the heart of a teacher evaluation system. These observations have potential to identify strengths and address specific areas for growth in teachers' practice. The following are important to consider in order for observations to become a fair and reliable tool:

- Focus of the observation
- How evidence is collected

- How evidence is interpreted against performance ratings
- How observations and feedback are shared

MPS uses two types of observations that work in collaboration:

Informal Observations/Walkthroughs:

- Are conducted minimum eight (8) times a year per teacher (*Recommended: every other week*)
- Are 10-15 minutes in length
- Are unannounced
- Focus on specific standard or element (*While not opposing the idea that observation can focus on any identified area for growth at any time of the year, MPS recommends an organization-wide schedule as outlined below.*)
 - August-September: Domain 1: Learning Environment (Standards 1 & 2)
 - October: Domain 2: Planning & Preparation (Standards 3 & 4)
 - November-January: Domain 3: Instruction & Assessment (Standards 5, 6, & 7)
 - January-March: Domain 3: Instruction & Assessment (Standards 8 & 9)
 - April-June: Standards 8 & 9, and other identified areas for growth unique to each teacher
- Result in bite-sized feedback to the teacher (*Recommended: Feedback on both strengths and areas for improvement; leverage questions, if applicable; notes about what worked best and what could have been done differently and why; and some targets for improvement, if applicable.*)
- Connect to the teacher's goals, if applicable
- Guide the coaching work of the school administrator
- Can also be done by peers (*Recommended: at least two peer-observations per year by each teacher*)
- Are recorded on the "MPS Classroom Observation Form"

Formal Observations:

- Are conducted once a year per teacher (*Can be conducted more for teachers who are new at MPS or have ratings of 1 or 2 on any standard*)
 - While scheduling of formal observations is flexible, MPS recommends the months of November and February for formal observations; November for teachers with 1, 2 or 3 years at MPS and random teachers with 4+ years and February for the remaining teachers.
- Take full class period
- Scheduled
- Have three parts called the "Formal Observation Cycle": Pre-Observation Conference, Formal Observation, Post-Observation Conference.
 - Ideally, the formal observation cycle for a selected teacher will be completed within a week.
 - Pre-observation conference: The teacher will provide the evaluators with his/her planning and preparation evidence form to demonstrate teacher's effectiveness in organizing subject matter, planning instruction, and designing learning experiences for all students. Evidence includes "Planning and Preparation Form" that teachers will bring to the conference, along with unit plan(s) and an exemplary lesson plan which may be picked for a formal observation. Focus for the unit plan(s) and the lesson plan are Standard 3 and Standard 4, respectively. Since formal observations focus on Standards 5-9, using the exemplary lesson as a model, the teacher will also explain how they would meet those standards if the lesson were actually observed.

- Formal observation: Formal observation will focus on observing implementation of standards and collecting evidence. The focus of the formal observation is Domain 3: Standards 5-9. Emphasis will be placed on Standards 5, 6, and 7 in November and on Standards 8 and 9 in February. Evidence of what teachers and students are doing/saying will be collected, free of opinion and bias. Evaluators will enter their notes in the “Classroom Observation Form.”
- Post-observation conference: The teacher and the evaluators will reflect on the observed lesson in a highly collaborative way. Ideally, the evaluators will share teacher’s ratings on the standards based on the observed lesson and evidence collected throughout the school year. However, if additional time is needed for evidence collection in order to determine more accurate ratings, the evaluators can share their ratings at a later time. Meeting will end with suggestions for improving practice and a professional learning focus.
- Are recorded on the “MPS Classroom Observation Form” and rated on the “Summative Assessment Form.”

Evidence Collection:

Formal Observations need to capture evidence of everything that is happening in the classroom, both verbal and non-verbal: What was the teacher doing and saying? What were students doing and saying? What were the tasks? What interactions took place between and among the students and the teacher? There are typically four types of evidence the evaluators can collect during an observation:

- Verbatim scripting of teacher or student comments
- Non-evaluative statements of observed teacher or student behavior
- Numeric information about time, student participation, resource use, etc.
- An observed aspect of the learning environment

High quality evidence is important in fostering collaboration with the teacher. The evaluators need to be cautious in collecting evidence rather than recording their opinions. The following are some differences between opinion and evidence, respectively. Subjective vs. objective; ambiguous vs. unambiguous; may include value judgment vs. free of value judgment; draws conclusions, makes inferences or guesses vs. makes observations; summarizes teacher practice vs. gives proof of teacher practice.

Rating of Teacher Performance on the MPS Framework for Teaching

MPS Framework for Teaching provides a total of 40 elements for teaching under 10 standards that span four domains. The domains are:

- Domain 1: Learning Environment (2 standards)
- Domain 2: Planning & Preparation (2 standards)
- Domain 3: Instruction & Assessment (5 standards)
- Domain 4: Professional Growth (1 standard)

Each standard contains four elements that describe a specific feature of the standard. The standards in the framework build on each other to support teacher growth, development, and performance. The rubric for teaching performance describes teacher and student behaviors and expectations for each standard and provides a roadmap for improvement of teaching. Informal classroom observations will mainly focus on a standard or an element within the standard to provide teachers with bite-sized, focused, constructive, and critical feedback. Teachers will be provided more comprehensive feedback on the standards during a formal observation cycle. Before the completion of the evaluation

process, each teacher will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each standard on the MPS Framework for Teaching. The following table shows the 10 standards to be rated by the evaluators.

DOMAIN 1: LEARNING ENVIRONMENT
Teacher creates a safe, productive, collaborative, and inviting learning environment that fosters a sense of community and personal responsibility to ensure that students maximize learning.
Standard 1. Teacher establishes classroom rules, practices, and procedures that support a positive, productive learning environment.
<ul style="list-style-type: none"> ▪ ELEMENT 1: CLASSROOM NORMS ▪ ELEMENT 2: TEACHER WITHITNESS & RESPONSIVENESS ▪ ELEMENT 3: MAXIMIZING LEARNING TIME ▪ ELEMENT 4: CLASSROOM ENVIRONMENT & ACCESS TO RESOURCES
Standard 2. Teacher creates learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
<ul style="list-style-type: none"> ▪ ELEMENT 5: BUILDING A CARING COMMUNITY OF LEARNERS ▪ ELEMENT 6: CULTURALLY RESPONSIVE TEACHING (CRT) ▪ ELEMENT 7: HIGH EXPECTATIONS & STUDENT MOTIVATION ▪ ELEMENT 8: SOCIAL-EMOTIONAL SUPPORT & RECOGNITION
DOMAIN 2: PLANNING & PREPARATION
Teacher makes decisions about planning that demonstrate a deep understanding of grade level content knowledge, pedagogy, and curriculum implementation by appropriately planning for what students are expected to know, understand, and be able to do.
Standard 3. Teacher understands and organizes subject matter for student learning.
<ul style="list-style-type: none"> ▪ ELEMENT 9: KNOWLEDGE OF SUBJECT MATTER & PEDAGOGY ▪ ELEMENT 10: DESIGNING CURRICULUM ▪ ELEMENT 11: CURRICULAR FOCUS ▪ ELEMENT 12: COHERENCY & CONNECTIONS
Standard 4. Teacher plans instruction and designs learning experiences for all students.
<ul style="list-style-type: none"> ▪ ELEMENT 13: LEARNING OBJECTIVES ▪ ELEMENT 14: MODELS OF INSTRUCTION ▪ ELEMENT 15: PREPARING & ORGANIZING LEARNING ACTIVITIES ▪ ELEMENT 16: USING KNOWLEDGE OF STUDENTS & DATA IN PLANNING
DOMAIN 3: INSTRUCTION & ASSESSMENT
Teacher consistently uses research-based practices in the classroom, challenging all learners to achieve high levels of learning.

<p>Standard 5. Teacher sets the stage and effectively communicates learning expectations.</p> <ul style="list-style-type: none"> ▪ ELEMENT 17: ARTICULATION OF LEARNING OBJECTIVES ▪ ELEMENT 18: HOOK & ACTIVATING PRIOR KNOWLEDGE (APK) ▪ ELEMENT 19: LESSON SIGNIFICANCE & CONNECTIONS ▪ ELEMENT 20: REFERRING TO LEARNING OBJECTIVES
<p>Standard 6. Teacher implements effective teaching strategies that engage students in learning.</p> <ul style="list-style-type: none"> ▪ ELEMENT 21: EXECUTION OF LESSON CYCLE & PACING ▪ ELEMENT 22: CONCEPT LEARNING & MODELING ▪ ELEMENT 23: SCAFFOLDING & CONNECTING ▪ ELEMENT 24: INSTRUCTIONAL CLARITY & MEANINGFUL ENCODING
<p>Standard 7. Teacher uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.</p> <ul style="list-style-type: none"> ▪ ELEMENT 25: CHECKING FOR UNDERSTANDING & QUESTIONING ▪ ELEMENT 26: RUBRIC & FEEDBACK ▪ ELEMENT 27: SUMMATIVE ASSESSMENTS ▪ ELEMENT 28: MONITORING & COMMUNICATING STUDENT GROWTH
<p>Standard 8. Teacher differentiates instruction to meet the needs of diverse learners.</p> <ul style="list-style-type: none"> ▪ ELEMENT 29: ASSESSING FOR DIFFERENTIATION ▪ ELEMENT 30: DIFFERENTIATION STRATEGIES ▪ ELEMENT 31: TECHNOLOGY & RESOURCES ▪ ELEMENT 32: PERSONALIZED SUPPORT
<p>Standard 9. Teacher helps students become strategic learners and develop higher order thinking skills.</p> <ul style="list-style-type: none"> ▪ ELEMENT 33: HIGHER-ORDER QUESTIONING & ADDRESSING MISCONCEPTIONS ▪ ELEMENT 34: STUDY STRATEGIES & USING EVIDENCE FROM TEXTS ▪ ELEMENT 35: COOPERATIVE LEARNING & USE OF ACADEMIC LANGUAGE ▪ ELEMENT 36: INTELLECTUAL CURIOSITY & CREATIVITY
<p>DOMAIN 4: PROFESSIONAL GROWTH</p> <p>Teacher demonstrates habits and skills of continuous inquiry and learning and works collaboratively to improve professional practice and student learning.</p>
<p>Standard 10. Teacher engages in professional growth.</p> <ul style="list-style-type: none"> ▪ ELEMENT 37: REFLECTING ON TEACHING PRACTICE ▪ ELEMENT 38: ENGAGING IN PROFESSIONAL LEARNING ▪ ELEMENT 39: COLLABORATING WITH PROFESSIONAL COMMUNITY ▪ ELEMENT 40: DEMONSTRATING GRIT

Descriptions of teacher and student behaviors and expectations for each standard can be found in *Attachment: MPS Framework for Teaching*. Here is an example:

Standard 5. Teacher sets the stage and effectively communicates learning expectations.

Meets:

- **ELEMENT 17: ARTICULATION OF LEARNING OBJECTIVES:** Teacher articulates learning objectives in a student-friendly language. Teacher has the students interact with the objectives and checks for student understanding of them. (*Ex: "TAPPLE"*)
- **ELEMENT 18: HOOK & ACTIVATING PRIOR KNOWLEDGE (APK):** Teacher gets students' attention and focus and hooks them into the lesson. (*Ex: anticipatory set*) Teacher activates prior knowledge. (*Ex: through universal experience or sub-skill review*)
- **ELEMENT 19: LESSON SIGNIFICANCE & CONNECTIONS:** Teacher clearly communicates significance of the lesson and how it fits with the unit/curriculum goals. Teacher makes connections between the current learning objectives and the students' prior and future learning to further student understanding of the content material within or outside of the unit or discipline. (*Ex: personal, academic, real-life importance*)
- **ELEMENT 20: REFERRING TO LEARNING OBJECTIVES:** Teacher uses strategies consistently, such as paraphrasing, repetition, visual cues, essential questions, etc., to interpret learning objectives to students. Teacher routinely refers to the learning objectives and supporting materials (*e.g., word walls, essential questions, etc.*) during instruction.

Exceeds:

- When asked, students can explain the learning objectives of the lesson.
- Students are mentally engaged in the concept, process, or skill to be learned. In relationship to the objective, students actively and effectively engage in the process of connecting the lesson to prior learning.
- When asked, students can explain connections between objectives and how they apply to other goals and learnings.
- When asked, students can explain how their current activities relate to the learning objectives.

It is important to note that specific feedback to the teacher on each element provides better focus for professional practice and growth. The observers and the evaluators are encouraged to pinpoint strengths and areas for improvement based on the elements. However, rating will be provided for the standard, not for each element. Elements describe a specific feature of the standard and the teacher is expected to meet or exceed the standard as a whole. There is variation among school systems and organizations in their approach to rating standards versus elements. MPS actively seeks feedback from our teachers and evaluators in order to implement an efficient and effective system that helps with both *measuring teachers* and *supporting teacher growth*.

MPS will base 55 percent of teacher's end-of-year overall evaluation on "Teacher Performance on the MPS Framework for Teaching." Each teacher will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each of the ten standards on the MPS Framework for Teaching. Therefore, teachers will earn up to 40 points on this metric. The following table describes the ratings that will be used to rate each standard on the framework.

Rating	Points	Rating Descriptor
Exceeds Standard	4	Teacher and students <u>consistently</u> demonstrate <u>all</u> behaviors reflective of the standard stated under "Meets" and the <u>majority</u> of the behaviors stated under "Exceeds." Teacher performance on the standard is excellent.
Meets Standard	3	Teacher and students demonstrate the <u>majority</u> of the behaviors reflective of the standard stated under "Meets" <u>most of the time</u> . Teacher performance on the standard is very good. However, there are areas remaining that require further development to be considered an excellent performer on this standard.
Approaches Standard	2	Teacher and students <u>sometimes</u> demonstrate the behaviors reflective of the standard stated under "Meets." Teacher performs well at times but requires more consistent performance overall. Teacher demonstrates potential but must focus on opportunities for improvement to elevate his/her performance on this standard.
Below Standard	1	Teacher and students <u>rarely</u> demonstrate the behaviors reflective of the standard stated under "Meets." The demonstrated performance of this teacher is unsatisfactory and requires intervention and significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

(2) Teacher Professional Qualities, Dispositions, and Responsibilities

MPS will use teachers' professional qualities, dispositions, and taking responsibilities seriously as one of the measures in their evaluation. MPS wants to ensure that each teacher respects commitments and agreements as well as assumes responsibility and accountability for actions, striving for excellence, ensuring effectiveness. Therefore, each teacher needs to have an understanding of and fulfill his/her fundamental professional responsibilities as an educator and as a member of a well-established profession as well as assume his/her accountability to students, families, colleagues, and school.

Following are five areas to be evaluated under this metric:

- Professional, Legal, & Ethical Responsibilities
- Work Ethics & Efficiency
- Communication & Coordination
- Collegiality & Professionalism
- Other Professional Responsibilities

Descriptions of professional qualities, dispositions, and responsibilities for each of the above five areas can be found in *Attachment: MPS Teacher Professional Qualities, Dispositions, and Responsibilities Form*. Here is an example:

WORK ETHICS & EFFICIENCY:

- Teacher handles responsibilities and tasks promptly and efficiently. He/she plans and gets organized for upcoming duties; completes tasks, reports, and analyses in a timely fashion. He/she schedules time efficiently and completes an appropriate amount of work in the allotted time.
- Teacher is consistently punctual for work and work-related activities. He/she consistently produces high-quality work and demonstrates reliable consistency in the performance of assigned duties. He/she shows commitment to quality and excellence and pays close attention to detail. He/she does not allow personal problems to effect work efficiency in a negative way.

MPS will base 10 percent of teacher's end-of-year overall evaluation on Teacher Professional Qualities, Dispositions, and Responsibilities. The following ratings will be used to rate each of the five areas. Teachers will earn up to 10 points on this metric.

Rating	Points	Rating Descriptor
Fully meets or exceeds expectations (F)	2	Teacher consistently fulfills responsibilities and commitments and demonstrates professional qualities and dispositions reflective of the expectations in this area.
Partially or minimally meets expectations (P)	1	Teacher sometimes fulfills responsibilities and commitments and demonstrates professional qualities and dispositions reflective of the expectations in the area. Teacher performs well at times but requires

		more consistent performance overall.
Not yet within expectations (N)	<ul style="list-style-type: none"> ● 	<p>Teacher rarely fulfills responsibilities and commitments and demonstrates professional qualities and dispositions reflective of the expectations in this area. The demonstrated performance of this teacher is unsatisfactory and requires intervention and significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.</p>

(3) Student, Parent, and Staff Voices

Research into teaching effectiveness indicates that student and parent voices play a powerful role in helping schools and districts learn how to improve teaching. Surveys have been the primary means of collecting student and parent voices about effective teaching. MPS uses an online platform to provide students and parents with groups of questions that measure their perceptions of teaching and learning, as well as their perceptions of school climate and students' own strengths and weaknesses. MPS believes that student, parents, and staff have an essential role to play in informing school climate and teaching effectiveness: this feedback instrument provides teachers and other employees with valuable data about how students see their classes, how much parents are involved, and how to facilitate improvement.

Following are sample survey questions that MPS uses to hear student, parent, and staff voices.

Student Survey Sample Questions:

Besides many other aspects of their experience with the school, students are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks students about the support they get.

How strongly do you agree or disagree with the following items?

- Adults at this school encourage me to work hard so I can be successful in college or at the job I choose.
- This school promotes academic success for all students.
- This school is a supportive and inviting place for students to learn.
- I feel close to people at this school.
- I am happy to be at this school.
- I feel like I am part of this school.
- I feel safe in my school.
- Adults at this school treat all students with respect.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other students.**

Parent Survey Sample Questions:

Besides many other aspects of their experience with the school, parents are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks parents about their experience.

How strongly do you agree or disagree with the following statements about your experience with this school this year?

- This school provides high quality instruction to my child.
- This school has high expectations for all students.
- I feel welcome to participate at this school.
- School staff treats me with respect.
- School staff takes my concerns seriously.
- School staff welcomes my suggestions.
- School staff responds to my needs in a timely manner.

- School staff is helpful.
- My child's background (race, ethnicity, religion, economic status) is valued at this school.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other parents.**

Staff Survey Sample Questions:

Besides many other aspects of their experience with the school, staff are also asked their opinions about the support they get from other adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks staff about their experience.

Please rate how strongly you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for students to learn.
- This school promotes academic success for all students.
- This school emphasizes helping students academically when they need it.
- ...

Please respond to the following questions about the adults in this school.

- How many adults at this school have close professional relationships with one another?
- How many adults at this school support and treat each other with respect?
- How many adults at this school feel a responsibility to improve this school?

For the following questions, please indicate how much you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for staff to work.
- This school promotes trust and collegiality among staff.
- This school promotes personnel participation in decision-making that affects school practices and policies.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other educators.**

Using Student, Parent, and Staff Voices as a Measure of Employee Evaluation

Student, parent, and staff surveys provide valuable feedback to the teacher about stakeholders' perceptions on the teachers' teaching effectiveness. MPS makes every effort to reach out to our students, parents, and staff to ensure a high response rate on the surveys. MPS has designed its surveys so that they provide individualized feedback about a variety of topics, as well as students' and parents' overall school satisfaction. MPS will use both individualized and general feedback to provide constructive critical feedback to the teachers. Teachers can use this feedback to improve their effectiveness.

Rosenholtz's (1989) study found "learning-enriched schools" were characterized by "collective commitments to student learning in collaborative settings," ... "where it is assumed improvement of teaching is a collective rather than individual enterprise, and that analysis, evaluation, and experimentation in concert with colleagues are conditions under which teachers improve." Teacher collaboration linked to shared goals focused on student achievement led to improved teacher learning, greater certainty about what was effective, higher levels of teacher commitment and ultimately, greater gains in student achievement. MPS values collective commitment and collaboration for shared goals; therefore, MPS will use the average approval rates on the student, parent, and staff surveys as a metric in employee evaluation.

MPS will use the survey average approval rates as a metric that represents stakeholder voices. MPS will base 15 percent of employee's end-of-year overall evaluation on student, parent, and staff surveys. Student, parent, and staff voices will share equal weights of 5 percent. The following table shows how average approval rates will be converted to points on the end-of-year overall evaluation. MPS will use both status (percent for current year) and change (percent change from prior year) in determining the final points for student, parent, and staff voices.

AVERAGE APPROVAL RATE		CHANGE (FROM PRIOR YEAR)				
		Declined Significantly by 10% or more	Declined by 5% to less than 10%	Maintained Declined or improved by less than 5%	Increased by 5% to less than 10%	Increased Significantly by 10% or more
STATUS (CURRENT YEAR)	Very High 85% or greater	4	4	5	5	5
	High 70% to less than 85%	3	4	4	4	5
	Medium 60% to less than 70%	2	3	3	4	4
	Low 50% to less than 60%	2	2	2	3	3
	Very Low Less than 50%	1	1	1	2	3

Example: A school with parent average approval rate of 75% in the current year and 63% in the prior year would earn its employees 5 points for parent voice on the end-of-year overall employee evaluation. Similarly, the same school with student average approval rates of 68% in the current year and 60% in the prior year would earn its employees 4 points for student voice. If staff average approval rate increased from 80% to 83% from the prior year, it would correspond to 4 points for staff voice. A total of 13 points (out of 15) would be used as the overall score for Student, Parent, and Staff Voices. *(For Home Office employees, overall MPS average approval rates will be used.)*

Teachers are encouraged to check their school's targets for student, parent, and staff average approval rates in their Local Control and Accountability Plans (LCAP).

(4) Student Performance

Student Assessments at MPS

As explained in Standard 7 of the MPS Framework for Teaching, “Teachers are expected to use formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.” The measures that are used to assess student progress include all state-mandated standardized tests such as the Smarter Balanced Summative Assessments. MPS also uses the Smarter Balanced Interim Assessments which are designed to support teaching and learning throughout the year; and the Digital Library, designed to support classroom-based formative assessment processes. MPS administers both the Interim Comprehensive Assessments (ICAs) and Interim Assessment Blocks (IABs) to assess student learning and inform instruction during the year. The Smarter Balanced Interim Assessments¹ are specifically designed to provide the following:

- Meaningful information for gauging student progress throughout the year toward mastery of the skills measured by the Summative Assessments
- Assessments of the CCSS, which can be used at strategic points during the school year.

MPS teachers also have access to publisher or third-party-provided assessments, such as McGraw Hill, Illuminate, Accelerated Reader, and MAP. MPS utilizes computer adapted MAP testing to measure student progress three times a year. Teachers also, with the help of published materials, create standards-aligned formative assignments and tests that are evaluated using rubrics.

Assessments at MPS are not tests only. As detailed in Standard 7, MPS teachers are expected to use a variety of formative and summative assessments that are valid and reliable measures of student achievement. (*Ex: performance assessments, portfolios, etc.*) Assessments are expected to be aligned with learning objectives. (*Ex: Unit assessments are aligned with unit standards and learning objectives.*) At MPS, teachers provide students with choices of ways to demonstrate learning and students participate in the development of their learning outcomes. Teachers use summative assessment results to plan next units and redeliver instruction.

MPS teachers are expected to closely monitor all students’ progress toward meeting student learning outcomes. Teachers use technology, as appropriate, to conduct data analysis and communicate assessment results and student growth to all stakeholders (*families, colleagues, administration, etc.*) Teachers review summative assessment results with students, and students are involved in self-assessment, goal-setting, and monitoring progress.

Local, State, and Federal Accountability System

MPS will closely monitor its measures on the local, state, and federal accountability and continuous improvement systems, including LCFE evaluation rubrics and the CA School Dashboard. These measures include, but are not limited to, state and local indicators, such as basic services, school climate, graduation rate, scores on the CAASPP, suspension rates, progress of English learners toward English proficiency, and college and career readiness.

State Indicators on the CA School Dashboard

The state indicators are based on data that is collected consistently across the state from LEAs through the California Longitudinal Pupil Achievement Data System (CALPADS). The state indicators are:

- Academic Indicator (reported separately for English language arts and mathematics assessments)
- English Learner Progress

¹ <http://www.cde.ca.gov/ta/tg/sa/sbacinterimassess.asp>

- Chronic Absenteeism
- Graduation Rate
- Suspension Rate
- College/Career Readiness (includes Grade 11 assessment results)

Local educational agencies and schools receive one of five color-coded performance levels on the state indicators. From highest to lowest, the five performance levels are: Blue, Green, Yellow, Orange, and Red. Performance levels are calculated based on how current performance (Status) compares to past performance (Change). This provides a more complete picture of performance than a point-in-time snapshot. More details on calculating performance for state indicators is available at: <http://www.cde.ca.gov/dashboard>. (See Attachment: *Getting to Know the California School Dashboard*.)

For each state indicator, performance levels are provided for all students and for student groups at the local education agency or school. Performance of the following student groups are considered in the state accountability system:

- English learners
- Socioeconomically disadvantaged pupils
- Foster youth
- Homeless youth
- Students with disabilities
- Racial/ethnic groups, including:
 - African-American
 - American Indian/Native Alaskan
 - Asian
 - Filipino
 - Hispanic/Latino
 - Native Hawaiian/Pacific Islander
 - Two or more races
 - White

Performance levels are reported for all students and any student group that has at least 30 students (at least 15 students for foster youth and homeless youth). Data is reported without a performance level if there are between 11 and 29 students.

Local Indicators on the CA School Dashboard

State data is not available for some priority areas identified in the Local Control Funding Formula law. For these priority areas, the State Board of Education approved the local indicators, which are based on information that local educational agencies collect locally. The local indicators for charter schools are:

- Basic Services
- Implementation of State Academic Standards
- Parent Engagement
- School Climate

Local educational agencies receive one of three ratings based on whether they have measured and reported their progress through the Dashboard using locally collected data. The ratings are: Met, Not Met, or Not Met for Two or More Years. For example, on the local indicator for Implementing State Academic Standards (Priority 2), the local

educational agency would receive a Met rating if it:

1. Annually measures its progress
2. Reports the results at a regularly scheduled meeting of the local governing board
3. Reports the results to stakeholders through the Dashboard

The Dashboard includes self-reflection tools that the State Board of Education approved as part of the new accountability system. MPS will complete those self-reflection tools, share it with the public at one of our regularly scheduled board meetings, and upload the information to be displayed through the Dashboard.

Using Student Performance as a Measure of Employee Evaluation

MPS continually strives to develop and refine its Student Performance metric for the purpose of measuring student achievement and growth at our school sites, as well as to inform teacher effectiveness. As introduced above, state and local accountability indicators along with interim and summative assessments provide valuable data on student performance and progress. MPS also recognizes that a variety of assessments can and should be used to measure student progress, such as performance assessments and portfolios. As such, MPS considers using a thoughtful combination of interim and summative assessments and state and local indicators, as well as student work. MPS needs to make sure that Student Performance data used is of high quality as agreed by all stakeholders. While evidence of Student Performance will be collected and analyzed during the evaluation process, developing and refining a definite Student Performance metric in each subject area is an ongoing process that involves the collaboration of all our stakeholders. For practical calculation purposes and the fact that the CA School Dashboard provides performance levels for all students and for student groups on the state indicators, MPS will use the state indicators as its Student Performance metric unless a different metric is identified and agreed upon. MPS will base 20 percent of end-of-year overall evaluation on Student Performance.

The following example shows how the color-coded state indicator performance levels will be converted to points on the end-of-year overall evaluation. MPS will assign the following points to each color: Red-1, Orange-2, Yellow-3, Green-4, and Blue-5. For each state indicator, the average point (out of 5) will be calculated considering the assigned points for “all students” and each student group. After average points for each state indicator for a school are determined, these average points will be weighed such that the student achievement indicators/outcomes in a broad course of study, i.e., ELA, math, English Learner Progress Indicator (ELPI) and College and Career Readiness Indicator (CCI) will have double weight as the student engagement/school climate indicators, i.e., graduation rate, chronic absenteeism, and suspension rate. Finally, the overall score will be proportioned to 20 points since Student Performance will count as 20 percent of the end-of-year overall evaluation.

Example: Based on the following Student Group Report, a school will have the following points for each state indicator.

State Indicator	Performance Points Added for “All Students” and Student Groups	Points for Each State Indicator (out of 5)	Weight of State Indicator
Chronic Absenteeism	N/A	N/A	1
Suspension Rate	5+5+5+5+5+5=30 points out of possible 30 points	30/30 = 5/5 points	1
English Learner Progress	N/A	N/A	2
Graduation Rate	5+5+5=15 points out of possible 15 points	15/15 = 5/5 points	1

College/Career	N/A	N/A	2
English Language Arts	3+2+3+1+3=12 points out of possible 25 points	12/25 = 2.4/5 points	2
Mathematics	3+3+3+3+3=15 points out of possible 25 points	15/25 = 3/5 points	2

Student Group Report

Magnolia Science Academy - Los Angeles County

Enrollment: 540 Socioeconomically Disadvantaged: 93% English Learners: 12% Foster Youth: N/A Grade Span: 6-12 Charter School: Yes

Reporting Year:

Equity Report Status and Change Report Detailed Reports **Student Group Report**

This report shows the performance levels for all students and for each student group on the state indicators. Select any of the underlined indicators for more detailed information.

State Indicators	All Students	English Learners	Foster Youth	Homeless	Socioeconomically Disadvantaged	Students with Disabilities	American Indian	Asian	African American	Filipino	Hispanic	Pacific Islander	Two or More Races	White
Chronic Absenteeism		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>			N/A	N/A			*	*	*	*		*	*	
English Learner Progress (K-12)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Graduation Rate (9-12)</u>		*	N/A	N/A		*	*	*	*	*		*	*	*
<u>College / Career Available Fall 2017. Select for Grade 11 assessment results.</u>		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>English Language Arts (3-8)</u>			N/A	N/A			*	*	*	*		*	*	*
<u>Mathematics (3-8)</u>			N/A	N/A			*	*	*	*		*	*	*

Performance Levels: Star (Highest) Green Yellow Orange Red (Lowest)

When the points for each state indicator are weighed, the school will get 5/5 points for the suspension rate, 5/5 points for the graduation rate, 4.8/10 for the ELA indicator, and 6/10 for the mathematics indicator, resulting in 20.8/30 points, corresponding to 13.87 points out of 20 points for each employee of the school on their end-of-year overall evaluation. (For Home Office employees, the same method of calculation will be used considering all schools' performance points for "all students" and each student group for each indicator.)

Attachments:

The following are attachments referenced in the MPS Teacher Evaluation Protocol.

- MPS Framework for Teaching
- MPS Classroom Observation Form
- MPS Teacher Self-Assessment Form
- MPS Teacher Goal Setting & Progress Monitoring Form
- MPS Teacher Planning & Preparation Evidence Form
- MPS Teacher Post-Observation Reflection Form
- MPS Teacher Summative Assessment Form
- MPS Teacher Professional Qualities, Dispositions, and Responsibilities Form
- MPS Teacher Evaluation Summary Page

MPS FRAMEWORK FOR TEACHING

DOMAIN 1: LEARNING ENVIRONMENT

Teacher creates a safe, productive, collaborative, and inviting learning environment that fosters a sense of community and personal responsibility to ensure that students maximize learning.

Standard 1. Teacher establishes classroom rules, practices, and procedures that support a positive, productive learning environment.

Meets:

- **ELEMENT 1: CLASSROOM NORMS:** Teacher employs classroom norms and supports for positive behavior to ensure a climate in which all students can learn. Teacher communicates and maintains high standards for individual and group behavior. *(Ex: Teacher posts classroom norms prominently and refers to them at appropriate times.)*
- **ELEMENT 2: TEACHER WITHNESS & RESPONSIVENESS:** Teacher makes sure students follow classroom norms, rules, and procedures. Teacher is proactive and quickly aware when students don't meet expectations. Teacher's verbal or non-verbal response to student behavior is consistent, respectful, and includes redirection, feedback or positive reinforcement to specific students. *(Ex: teacher has effective presence in the room with voice, eye contact, facial expressions, posture, proximity, etc.)*
- **ELEMENT 3: MAXIMIZING LEARNING TIME:** Teacher has established routines and procedures for management of transitions, instructional groups, materials, supplies, and other activities that maximize learning time. *(Ex: Students know how to enter the room, where to sit, what to do with homework, etc.)* Teacher provides bell-to-bell instruction that is rarely interrupted by management issues. Teacher communication is effective with precise language, connected discourse, transition signals, and emphasis.
- **ELEMENT 4: CLASSROOM ENVIRONMENT & ACCESS TO RESOURCES:** Teacher provides a physically safe, clean, orderly, and inviting environment. Teacher creates a versatile classroom layout that facilitates movement, communication, and planned activities. *(Ex: mindful seating arrangements)* Teacher assures that students have physical access, support, and time to use classroom, school, and community resources, including instructional materials and technology.

Exceeds:

- Without being prompted, students articulate or promote behavioral expectations that support the classroom's academic environment.
- Teacher uses positive framing to model and reinforce appropriate behavior and redirect inappropriate behavior. Students take an active role in monitoring their own behavior; they also appropriately respond to or redirect each other's behavior.
- Instructional time is maximized due to efficient and seamless classroom routines and procedures. Students take initiative in the management of instructional groups and transitions and the handling of materials and supplies. Students are on task throughout and across lessons. Teacher plans for and clearly articulates what

students are to do if they complete work earlier than others. Teacher provides clear and consistent directions that exemplify positive and effective communication.

- Seating and furniture arrangements are neat and optimal for learning. Teacher has appropriate materials/resources consistently ready for instruction. Classroom is inviting, with subject-related or motivational posters, college pennants, tactful decoration, lighting, etc.

Standard 2. Teacher creates learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.

Meets:

- **ELEMENT 5: BUILDING A CARING COMMUNITY OF LEARNERS:** Teacher models and builds mutual respect and establishes a warm and caring environment. Teacher uses classroom strategies to promote students' respect and caring for others. Interactions (*i.e., teacher-student, student-student, etc.*) are friendly and demonstrate respect and caring.
- **ELEMENT 6: CULTURALLY RESPONSIVE TEACHING (CRT):** Teacher implements Culturally Responsive Teaching. Teacher uses cultural characteristics, experiences, and perspectives of diverse students to create culturally rich lessons. Teacher uses a variety of resources to support engagement of diverse learners. Teacher informs families, including non-English speaking families, about the instructional program and develops activities designed to engage families successfully and appropriately in their children's learning.
- **ELEMENT 7: HIGH EXPECTATIONS & STUDENT MOTIVATION:** Teacher develops and communicates a clear "big picture" to motivate students to make positive choices regarding their own learning and acts in accordance with the belief that all students can learn. Teacher creates a rigorous learning environment where high expectations for learning and hard work are classroom norms. Teacher's passion and enthusiasm inspire students to learn. Teacher displays a variety of successful student work prominently in the classroom to represent multiple perspectives and ways of knowing and doing.
- **ELEMENT 8: SOCIAL-EMOTIONAL SUPPORT & RECOGNITION:** Teacher promotes students' social-emotional growth, development, and individual responsibility using positive interventions and supports such as restorative and conflict resolution practices. Teacher offers praise and positive reinforcement consistently, even for small gains. Teacher recognizes individual students and groups for accomplishments.

Exceeds:

- Teacher creates a moral community, helping students respect and care about each other and feel valued within the group, and a democratic classroom environment, where students are involved in decision-making. Teacher models responsibility, integrity, and ethical conduct. Student interactions are generally polite and respectful, and students support each other's learning and critique each other's work under their own initiative.
- Teacher is approachable, genuine, and humorous. Teacher actively listens to students and gets to know the students and the lives they live. (*Ex: home visits*) Students feel valued and are comfortable taking intellectual risks. Teacher's communications are highly sensitive to families' cultural norms.

- Teacher teaches students how to monitor their own behaviors in relation to learning expectations, classroom configurations, and individual and group learning needs. Students assume responsibility or take initiative for producing high quality work, holding themselves, and each other, to high standards of performance. Students are not afraid to share their willingness to learn and accept mistakes as a healthy part of the learning process. Students find joy in the work of learning.
- Teacher teaches self-regulation strategies to students. Teacher provides time and guidance for students to reflect on their progress, express their frustrations, and think about how they can change behaviors to be more successful, if needed. Students may get upset at times, but the teacher remains calm and under control. Teacher knows how to support students who have experienced trauma, homelessness, foster care, incarceration, and/or are medically fragile. Teacher routinely plans for students to share and celebrate one another's accomplishments.

DOMAIN 2: PLANNING & PREPARATION

Teacher makes decisions about planning that demonstrate a deep understanding of grade level content knowledge, pedagogy, and curriculum implementation by appropriately planning for what students are expected to know, understand, and be able to do.

Standard 3. Teacher understands and organizes subject matter for student learning.

Meets:

- **ELEMENT 9: KNOWLEDGE OF SUBJECT MATTER & PEDAGOGY:** Teacher demonstrates knowledge of subject matter, academic-content standards, and curriculum frameworks as well as content-related pedagogy of the discipline to ensure student learning.
- **ELEMENT 10: DESIGNING CURRICULUM:** Teacher identifies important topics based on standards and his/her knowledge of content, and plans curriculum backward from desired results. (*Ex: "Understanding by Design"*) Teacher designs standards-based, rigorous, challenging, relevant, and coherent curriculum that is accessible to all students. (*Ex: Teacher develops and sequences long-term and short-term instructional plans with how much time to spend on each unit and adjusts them as knowledge of students is developed.*)
- **ELEMENT 11: CURRICULAR FOCUS:** Curriculum reflects philosophy and pedagogy of the discipline (*e.g., instructional shifts for common core*) with a focus on key standards. Rather than racing to cover many topics, teacher plans to deepen the way time and energy are spent in the classroom. (*Ex: "Greater attention on literary nonfiction" Ex: "Key Shifts in Mathematics: Greater focus on fewer topics"*)
- **ELEMENT 12: COHERENCY & CONNECTIONS:** Teacher sequences instruction, plans for progression of learning, and correlates with previous units to develop rich content knowledge within and across grades. (*Ex: "Key Shifts in Mathematics: Coherence"*) Units and lessons are clearly linked to the coherent curriculum. Teacher can identify prerequisite knowledge and skills to achieve learning objectives. Teacher can relate concepts to one another and to other disciplines.

Exceeds:

- Teacher locates and uses multiple resources to expand subject matter beyond manuals, texts, and curriculum guides. Teacher's subject matter expertise and enthusiasm can be sensed by students.
- Teacher develops assessments, rubrics and/or exemplars for summative assessments before teaching in order to guide instruction throughout the unit. Teacher collaborates with other teachers for common planning and assessments.
- Curriculum supports MPS core values (*i.e., Excellence, Innovation, and Connection*) and Schoolwide Learner Outcomes (SLOs).
- Teacher integrates content, skills, and practices from other disciplines. (*Ex: interdisciplinary projects*) Students are provided with opportunities to access the curriculum by incorporating the visual and performing arts, as appropriate to the content and context of learning. Teacher incorporates current events and global issues into curriculum/instruction while respecting and embracing cultural diversity through the understanding of our global world.

Standard 4. Teacher plans instruction and designs learning experiences for all students.

Meets:

- **ELEMENT 13: LEARNING OBJECTIVES:** After identifying a topic (*See Element 10: Designing Curriculum*), teacher specifies learning objective(s) for the lesson that are closely aligned with standards. Teacher posts learning objectives in the classroom.
- **ELEMENT 14: MODELS OF INSTRUCTION:** Depending on learning objectives and knowledge of students, teacher plans a well-thought blend of research-based models of instruction and incorporates phases (*design components, etc.*) of these models in his/her lesson plans. (*Ex: Models of instruction include EDI, lecture-discussion, guided discovery, cooperative learning, etc. Ex: Well-crafted EDI lessons include: Learning Objective, Activating Prior Knowledge, Concept Development, Skill Development, Lesson Importance, Guided Practice, Lesson Closure and Independent Practice. Ex: 5E Learning Cycle model includes five stages: Engagement, Exploration, Explanation, Elaboration or Extension, Evaluation.*)
- **ELEMENT 15: PREPARING & ORGANIZING LEARNING ACTIVITIES:** Teacher prepares and organizes learning activities that are congruent with learning objectives. All planned activities are pedagogically appropriate. Teacher posts an agenda outlining the planned activities.
- **ELEMENT 16: USING KNOWLEDGE OF STUDENTS & DATA IN PLANNING:** Teacher uses student developmental needs, background, and interests in planning for instruction. Teacher uses data from multiple sources of assessment to determine students' accurate, current levels of performance. (*Ex: state-tests, interim assessments, informal assessments, etc.*) Teacher uses data and knowledge of students to inform planning of content organization and instructional strategies.

Exceeds:

- The learning objective is a clearly written, specific statement of observable student behaviors that can be measured and contributes to reaching the learning goals as opposed to an activity or assignment.

- Teacher is flexible and effective in choosing and implementing the appropriate model (*or blends of models*) for the instructional scenario. (*Ex: The more models teachers investigate and practice, the more techniques they will have at their disposal and the better their chances at optimizing efforts to successfully reach and teach their students.*)
- Teacher has a well-thought lesson plan with varied learning activities and a backup plan.
- Teacher makes himself/herself aware of current research regarding strategies to meet individual student needs and includes strategies to address potential gaps for (*subgroups of*) students. Teacher works collaboratively with other staff and informed individuals (*e.g., co-teacher, resource teacher, EL coordinator, etc.*) to interpret assessment results and to plan targeted interventions and differentiated instruction for meeting individual student needs.

DOMAIN 3: INSTRUCTION & ASSESSMENT

Teacher consistently uses research-based practices in the classroom, challenging all learners to achieve high levels of learning.

Standard 5. Teacher sets the stage and effectively communicates learning expectations.

Meets:

- **ELEMENT 17: ARTICULATION OF LEARNING OBJECTIVES:** Teacher articulates learning objectives in a student-friendly language. Teacher has the students interact with the objectives and checks for student understanding of them. (*Ex: "TAPPLE"*)
- **ELEMENT 18: HOOK & ACTIVATING PRIOR KNOWLEDGE (APK):** Teacher gets students' attention and focus and hooks them into the lesson. (*Ex: anticipatory set*) Teacher activates prior knowledge. (*Ex: through universal experience or sub-skill review*)
- **ELEMENT 19: LESSON SIGNIFICANCE & CONNECTIONS:** Teacher clearly communicates significance of the lesson and how it fits with the unit/curriculum goals. Teacher makes connections between the current learning objectives and the students' prior and future learning to further student understanding of the content material within or outside of the unit or discipline. (*Ex: personal, academic, real-life importance*)
- **ELEMENT 20: REFERRING TO LEARNING OBJECTIVES:** Teacher uses strategies consistently, such as paraphrasing, repetition, visual cues, essential questions, etc., to interpret learning objectives to students. Teacher routinely refers to the learning objectives and supporting materials (*e.g., word walls, essential questions, etc.*) during instruction.

Exceeds:

- When asked, students can explain the learning objectives of the lesson.
- Students are mentally engaged in the concept, process, or skill to be learned. In relationship to the objective, students actively and effectively engage in the process of connecting the lesson to prior learning.
- When asked, students can explain connections between objectives and how they apply to other goals and learnings.

- When asked, students can explain how their current activities relate to the learning objectives.

Standard 6. Teacher implements effective teaching strategies that engage students in learning.

Meets:

- **ELEMENT 21: EXECUTION OF LESSON CYCLE & PACING:** Teacher executes a lesson cycle with learning activities as outlined on the agenda. *(See Standard 4: “Models of Instruction” and “Preparing & Organizing Learning Activities.”)* Teacher facilitates the lesson at an appropriate pace that maximizes student learning and on-task behavior. *(Ex: The desired pace is neither so slow that students get bored nor so quick that they can’t keep up.)*
- **ELEMENT 22: CONCEPT LEARNING & MODELING:** Teacher implements multiple strategies to help students construct their understanding of a concept. *(Ex: Teacher provides high-quality examples, examples and non-examples of the concept, presents examples in a real-world context, sequences examples beginning with the most typical and ending with those least familiar, promotes meaningful learning by linking the concept to related concepts, etc.)* Teacher explains, models, and demonstrates knowledge *(i.e., declarative, procedural, conditional)* and skills, such as solutions to problems, and simultaneously reveals his/her strategic thinking processes to students. *(Ex: think-aloud)*
- **ELEMENT 23: SCAFFOLDING & CONNECTING:** Teacher engages students in activities that help them link what they already know to the new content and facilitates these linkages. Learning experiences throughout the lesson cycle are cognitively engaging. *(Ex: schema activation Ex: Lesson is scaffolded to match students’ Zone of Proximal Development (ZPD) levels and rigor for the learning objectives.)* Teacher connects learning to students’ prior knowledge, backgrounds, life experiences, and interests.
- **ELEMENT 24: INSTRUCTIONAL CLARITY & MEANINGFUL ENCODING:** Teacher accurately presents content in a way that is accessible to students, in both verbal and visual forms, and implements strategies that help reduce cognitive load and clarify content. *(Ex: chunking, providing frequent practice to develop automaticity, using both linguistic and nonlinguistic modes of communication, using graphic organizers and hands-on activities, using the board efficiently, etc.)* Teacher uses effective strategies for meaningful learning and long-term memory encoding. *(Ex: imagery, organization, schema activation, elaboration, etc.)*

Exceeds:

- Instruction is facilitated at an appropriate pace to optimize learning time, the amount of content that can be learned, and on-task behavior. Pacing allows a reasonable amount of time for students’ thinking and processing.
- Teacher gives students opportunities to practice think-aloud, and offers structured feedback. Students explain or demonstrate the strategies they use.
- Lesson reflects a clear and appropriate progression from teacher modeling to student independence. Teacher facilitates as students build connections between the current learning objectives and their prior and future learning. Students make explicit connections within or outside of the discipline or unit.

- Teacher avoids extended periods of lecturing in order not to overload learners' working memories. Students engage with the content through multiple opportunities for practice and application. Teacher makes himself/herself aware of current research regarding meaningful learning and encoding.

Standard 7. Teacher uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.

Meets:

- **ELEMENT 25: CHECKING FOR UNDERSTANDING & QUESTIONING:** Teacher continually checks for understanding through a variety of informal and formative assessments to guide real-time adjustments to instruction. (*Ex: TAPPLE, cold-calling, show of hands, clickers, student notes and reflections, mini-whiteboards, assignments, quizzes, demonstrations, concept maps, exit slips, etc.*) Teacher poses questions to a wide range of students that are scaffolded toward cognitive challenge and mastery of the learning objectives. Teacher uses wait time consistently.
- **ELEMENT 26: RUBRIC & FEEDBACK:** Teacher provides a rubric that describes levels of performance relative to the learning goals and objectives. Teacher uses exemplary work, benchmarks, or examples of student work to illustrate various levels of achievement during instruction. Teacher teaches students how to compare their work to the benchmark work to identify gaps and next steps to move forward. Teacher provides timely, accurate, and specific commentary/feedback regarding students' work/performances and connects the comments to the learning objectives and rubric. Teacher feedback has a positive emotional tone.
- **ELEMENT 27: SUMMATIVE ASSESSMENTS:** Teacher uses a variety of summative assessments that are valid and reliable measures of student achievement. (*Ex: tests, performance assessments, portfolios, etc.*) Assessments are aligned with learning objectives. (*Ex: Unit assessments are aligned with unit standards and learning objectives.*) Grading is fair and equitable.
- **ELEMENT 28: MONITORING & COMMUNICATING STUDENT GROWTH:** Teacher closely monitors all students' progress toward meeting student learning outcomes. Teacher uses technology, as appropriate, to conduct data analysis and communicate assessment results and student growth to all stakeholders (*families, colleagues, administration, etc.*)

Exceeds:

- Teacher uses strategies to enable students to correctly answer questions and extend or justify their thinking. Teacher adapts plans as he/she develops knowledge of specific students and adjusts instruction to address the needs of students who are having difficulty understanding the lesson.
- When asked, students can explain the meaning of the levels of performance articulated in the rubric. Teacher plans time and guidance for students to reflect on and assess progress. Teacher responds to student work, providing time to remediate for success before final grading.
- Teacher provides students with choices of ways to demonstrate learning and students participate in the development of their learning outcomes. Teacher uses summative assessment results to plan next units and

redeliver instruction. Teacher creates reasonable number of assignments for each subcategory with appropriate weights in the grading system.

- Teacher reviews summative assessment results with students. Students are involved in self-assessment, goal-setting, and monitoring progress.

Standard 8. Teacher differentiates instruction to meet the needs of diverse learners.

Meets:

- **ELEMENT 29: ASSESSING FOR DIFFERENTIATION:** Teacher uses a variety of diagnostic assessments and activities at the beginning of a new unit, lesson or topic to check students' prior knowledge and skill levels, identify student misconceptions, profile learners' interests, and reveal learning-style preferences. (*Ex: initial writing prompts, informal reading assessments, pre-tests, anticipation guides, polling, K-W-L, etc.*) Teacher uses results from assessments and knowledge of students to plan for differentiated instruction.
- **ELEMENT 30: DIFFERENTIATION STRATEGIES:** Teacher implements a variety of types of effective instructional strategies, facilitation techniques, and classroom activities that actively engage students in learning. Teacher differentiates classroom elements (*e.g., content, process, products, learning environment, etc.*) based on student readiness, interest, or learning profile. Teacher is responsive to students' input. He/she encourages student questions and talk in the classroom and demonstrates flexibility by using student input for spontaneous planning and adjustments.
- **ELEMENT 31: TECHNOLOGY & RESOURCES:** Teacher uses accessible technology tools and other resources on a regular basis to engage and enhance learning and to differentiate instruction to meet the needs of every student. Teacher effectively uses challenging resources that are mentally, visually, aurally, and kinesthetically stimulating. (*Ex: internet, PowerPoint, interactive white boards, document camera, multimedia, educational software, interactive games and simulations, apps, class website, lab materials, manipulatives, assistive technology, etc.*)
- **ELEMENT 32: PERSONALIZED SUPPORT:** Teacher addresses the needs of English learners and students with special needs to provide equitable access to education. Teacher provides personalized support as needed. (*Ex: EL strategies, accommodations/modifications, interventions, supplementary enrichment activities, etc.*)

Exceeds:

- Teacher regularly uses knowledge of students' skills, knowledge, needs, interests, language proficiencies, cultural backgrounds, and individual development to plan instruction according to their learning needs. Teacher plans carefully so that instruction incorporates appropriate strategies to meet all learning needs, styles, and interests, and all students have equal access to the curriculum.
- Teacher provides different avenues for students to acquire content, process ideas, and demonstrate their understanding. Teacher provides tasks of varied levels of difficulty, along with supports, including principles of Universal Design and Multi-tiered System of Supports (MTSS), to multiple instructional groups, and by allowing students to work in modes that are most successful for them (*e.g., alone or*

collaborative, auditory or visual, practical or creative). To address the learning needs of students, teacher adapts the pacing or the release of responsibility.

- Teacher keeps up to date with technology and blended learning practices. Teacher models and develops digital literacy by using technology to engage students and support their learning, and promote digital citizenship, including respecting copyright law and student maintaining internet security. Teacher provides resources and instructional materials that require cognitive engagement. Students choose, adapt, or create materials to extend learning.
- Teacher tactfully provides academic, social, and emotional support to all students and promotes social integration and development. Teacher works collaboratively with other staff and informed individuals (*e.g., co-teacher, resource teacher, EL coordinator, etc.*) to provide personalized support. Teacher participates in SST and IEP meetings and complies with all IEP/IFSP/ITP/504 requirements. Teacher provides integrated ELD instruction and SDAIE. Teacher provides tutoring as needed.

Standard 9. Teacher helps students become strategic learners and develop higher order thinking skills.

Meets:

- **ELEMENT 33: HIGHER-ORDER QUESTIONING & ADDRESSING MISCONCEPTIONS:** Teacher uses higher-order questioning strategies to promote metacognition and help students engage in deeper thinking about concepts and processes, exploring “whys” and “why nots,” and justifying their thinking. Teacher uses questioning to encourage students to allow their misconceptions to emerge and improves student learning by addressing misconceptions. (*Ex: “How do you know?”, “Why do you say that?”*)
- **ELEMENT 34: STUDY STRATEGIES & USING EVIDENCE FROM TEXTS:** Students use multiple study strategies to increase their understanding of written materials and teacher presentations. (*Ex: note-taking, using text signals, summarizing, elaborative questioning, concept mapping, close reading strategies, etc.*) Students have extensive opportunities to build knowledge through content-rich nonfiction texts so they can learn independently. Students are able to answer a range of *text-dependent* questions, whose answers require inferences based on careful attention to the text. Students use evidence from texts to present careful analyses, well-defended claims, and clear information. (*Ex: close reading, evidence-based writing. See “Key Shifts in ELA.”*)
- **ELEMENT 35: COOPERATIVE LEARNING & USE OF ACADEMIC LANGUAGE:** Teacher provides cooperative learning experiences. (*Ex: T-P-S, peer-teaching, group-work, jig-saw, discussion, round robin, etc.*) Teacher facilitates conversations in whole class and small group settings that require all students to consistently use academic vocabulary, discuss academic ideas, and justify their reasoning. (*Ex: Socratic seminar*) Teacher focuses on academic vocabulary, especially words that appear in a variety of content areas. Students grow their vocabularies through a mix of conversation, direct instruction, and reading. Students use academic language correctly.
- **ELEMENT 36: INTELLECTUAL CURIOSITY & CREATIVITY:** Teacher ignites intellectual curiosity, provides rigorous instruction, and fosters creativity. Teacher thoroughly teaches and engages students in

tasks, activities, or strategies that address different types of critical thinking relevant to the learning objectives and content. *(Ex: open-ended problem solving, PBL, inquiry and discovery, etc. Ex: analytical thinking where students analyze, compare and contrast, evaluate and explain information; practical thinking where students use, apply, and implement learning in real life scenarios; creative thinking where students create, design, imagine, suppose, and generate a variety of ideas and alternatives.)*

Exceeds:

- Teacher plans for and anticipates student misunderstandings and/or misconceptions and teaches with those in mind. Students explain their own misunderstandings and support other students in unraveling misconceptions.
- Teacher models a variety of strategies and teaches how to match strategies to different tasks in a variety of contexts. Students regularly practice with complex texts and their academic language. Writing focuses on evidence-based writing along with the ability to inform and persuade.
- Teacher uses thoughtful grouping strategies and holds students individually accountable for their understanding. Students demonstrate positive interdependence. Students engage in peer review to give each other feedback. Students initiate questions and push each other's thinking. Teacher uses effective strategies for teaching vocabulary *(e.g., word map, context skills, etc.)*
- Teacher puts students in new situations that require new solutions. Teacher has students/student teams defend decisions for open-ended real-world questions. Teacher requires students to make complex choices and synthesize knowledge. Students instigate classroom projects and inquiry independent of teacher structures.

DOMAIN 4: PROFESSIONAL GROWTH

Teacher demonstrates habits and skills of continuous inquiry and learning and works collaboratively to improve professional practice and student learning.

Standard 10. Teacher engages in professional growth.

Meets:

- **ELEMENT 37: REFLECTING ON TEACHING PRACTICE:** Teacher routinely reflects on his/her own teaching practice and level of subject matter and pedagogical knowledge to initiate learning that can improve instruction and learning for students. Teacher assesses the effectiveness of instructional activities he/she uses and identifies ways for improving lessons.
- **ELEMENT 38: ENGAGING IN PROFESSIONAL LEARNING:** Teacher establishes professional goals and engages in continuous and purposeful professional growth and development. Teacher engages in professional learning that integrates theories, research, and models of human learning to increase educator effectiveness and results for all students. Teacher seeks opportunities for continued professional development. *(Ex: goal-setting, keeping up to date with research, etc.)*
- **ELEMENT 39: COLLABORATING WITH PROFESSIONAL COMMUNITY:** Teacher participates in school-wide collaborative efforts to support the success of all students and contributes to the ongoing school improvement process. Teacher promotes the vision, mission, core values, practices and policies that

improve school environment and student learning. Teacher participates in grade level/department meetings and school projects and works as a team player. *(Ex: Teacher participates in WASC self-study, serves on school committees, participates in school events, etc.)*

- **ELEMENT 40: DEMONSTRATING GRIT:** Teacher demonstrates grit in his/her teaching and models it for students. Teacher works diligently toward challenging long-term goals, sustaining commitment when confronted with setbacks and adversity. Teacher has a growth mindset and actively promotes positive, problem-solving attitude and a purposeful, enjoyable learning and working environment.

Exceeds:

- Teacher uses peer observation opportunities to view other teachers' teaching styles in order to reflect critically on his/her own teaching. For reflection purposes, teacher may also use tools such as journal writing, self-reporting, making recordings of lessons, etc. *(Ex: Teacher keeps a journal to record significant learning experiences and possible lesson improvements.)*
- Teacher establishes professional learning goals and makes progress to improve his/her practice by routinely engaging in professional development and communication and inquiry with colleagues. Teacher actively seeks feedback from other professionals. Teacher has a habit of reading current educational journals and/or other professional literature to improve learning and practice.
- Teacher participates in PLCs, and finds ways to contribute to students, parents/guardians, colleagues, community, self, and the profession. Teacher takes leadership roles in teams and understands how to involve and communicate effectively and appropriately with other adults, including peers, parents/guardians, and members of the larger school community and local community to support teacher and student learning. Teacher contributes to community and education projects.
- Teacher puts students' best interests first in all considerations of his/her practice and solves problems with students' needs as a priority.

MPS CLASSROOM OBSERVATION FORM

Teacher: _____ School: _____
 Subject: _____ Grade/Class Size: _____
 Topic/Activity: _____
 Date/Time: _____ Observer: _____

Standard 1. Teacher establishes classroom rules, practices, and procedures that support a positive, productive learning environment.		Standard 2. Teacher creates learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	
1 <input type="checkbox"/>	CLASSROOM NORMS	5 <input type="checkbox"/>	BUILDING A CARING COMMUNITY OF LEARNERS
2 <input type="checkbox"/>	TEACHER WITHITNESS & RESPONSIVENESS	6 <input type="checkbox"/>	CULTURALLY RESPONSIVE TEACHING (CRT)
3 <input type="checkbox"/>	MAXIMIZING LEARNING TIME	7 <input type="checkbox"/>	HIGH EXPECTATIONS & STUDENT MOTIVATION
4 <input type="checkbox"/>	CLASSROOM ENVIRONMENT & ACCESS TO RESOURCES	8 <input type="checkbox"/>	SOCIAL-EMOTIONAL SUPPORT & RECOGNITION
Standard 3. Teacher understands and organizes subject matter for student learning.		Standard 4. Teacher plans instruction and designs learning experiences for all students.	
9 <input type="checkbox"/>	KNOWLEDGE OF SUBJECT MATTER & PEDAGOGY	13 <input type="checkbox"/>	LEARNING OBJECTIVES
10 <input type="checkbox"/>	DESIGNING CURRICULUM	14 <input type="checkbox"/>	MODELS OF INSTRUCTION
11 <input type="checkbox"/>	CURRICULAR FOCUS	15 <input type="checkbox"/>	PREPARING & ORGANIZING LEARNING ACTIVITIES
12 <input type="checkbox"/>	COHERENCY & CONNECTIONS	16 <input type="checkbox"/>	USING KNOWLEDGE OF STUDENTS & DATA IN PLANNING
Standard 5. Teacher sets the stage and effectively communicates learning expectations.			
17 <input type="checkbox"/>	ARTICULATION OF LEARNING OBJECTIVES	19 <input type="checkbox"/>	LESSON SIGNIFICANCE & CONNECTIONS
18 <input type="checkbox"/>	HOOK & ACTIVATING PRIOR KNOWLEDGE (APK)	20 <input type="checkbox"/>	REFERRING TO LEARNING OBJECTIVES

Feedback on Strengths: 1)

2)

3)

Leverage Question:

Reflection: 1) What worked best about the lesson and why?

2) What could have been done differently and why?

3) What are some targets for improvement?

MPS CLASSROOM OBSERVATION FORM

Teacher: _____ School: _____
 Subject: _____ Grade/Class Size: _____
 Topic/Activity: _____
 Date/Time: _____ Observer: _____

Standard 6. Teacher implements effective teaching strategies that engage students in learning.		Standard 7. Teacher uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.	
21 <input type="checkbox"/>	EXECUTION OF LESSON CYCLE & PACING	25 <input type="checkbox"/>	CHECKING FOR UNDERSTANDING & QUESTIONING
22 <input type="checkbox"/>	CONCEPT LEARNING & MODELING	26 <input type="checkbox"/>	RUBRIC & FEEDBACK
23 <input type="checkbox"/>	SCAFFOLDING & CONNECTING	27 <input type="checkbox"/>	SUMMATIVE ASSESSMENTS
24 <input type="checkbox"/>	INSTRUCTIONAL CLARITY & MEANINGFUL ENCODING	28 <input type="checkbox"/>	MONITORING & COMMUNICATING STUDENT GROWTH
Standard 8. Teacher differentiates instruction to meet the needs of diverse learners.		Standard 9. Teacher helps students become strategic learners and develop higher order thinking skills.	
29 <input type="checkbox"/>	ASSESSING FOR DIFFERENTIATION	33 <input type="checkbox"/>	HIGHER-ORDER QUESTIONING & ADDRESSING MISCONCEPTIONS
30 <input type="checkbox"/>	DIFFERENTIATION STRATEGIES	34 <input type="checkbox"/>	STUDY STRATEGIES & USING EVIDENCE FROM TEXTS
31 <input type="checkbox"/>	TECHNOLOGY & RESOURCES	35 <input type="checkbox"/>	COOPERATIVE LEARNING & USE OF ACADEMIC LANGUAGE
32 <input type="checkbox"/>	PERSONALIZED SUPPORT	36 <input type="checkbox"/>	INTELLECTUAL CURIOSITY & CREATIVITY
Standard 10. Teacher engages in professional growth.			
37 <input type="checkbox"/>	REFLECTING ON TEACHING PRACTICE	39 <input type="checkbox"/>	COLLABORATING WITH PROFESSIONAL COMMUNITY
38 <input type="checkbox"/>	ENGAGING IN PROFESSIONAL LEARNING	40 <input type="checkbox"/>	DEMONSTRATING GRIT

Feedback on Strengths: 1)

2)

3)

Leverage Question:

Reflection: 1) What worked best about the lesson and why?

2) What could have been done differently and why?

3) What are some targets for improvement?

MPS TEACHER SELF-ASSESSMENT FORM

Teacher Information:

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

Use this form for personal reflection about your professional practice to identify your strengths and areas for improvement or refinement. Evidence your strengths and highlight key areas for improvement or refinement based on your reflection of data gathered from artifacts and other sources. Indicate data source and identified data patterns or trends corresponding to your strengths and areas for improvement or refinement. This process will later help you identify data-driven, targeted professional growth goals. This tool should be used at the beginning of the year, mid-year, and toward the end of the school year.

DOMAIN 1: LEARNING ENVIRONMENT		
Teacher creates a safe, productive, collaborative, and inviting learning environment that fosters a sense of community and personal responsibility to ensure that students maximize learning.		
Standard 1. Teacher establishes classroom rules, practices, and procedures that support a positive, productive learning environment.		
ELEMENT 1: CLASSROOM NORMS	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 2: TEACHER WITHITNESS & RESPONSIVENESS	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 3: MAXIMIZING LEARNING TIME	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 4: CLASSROOM ENVIRONMENT & ACCESS TO RESOURCES	Strengths and Evidence:	Areas for Improvement or Refinement:

Standard 2. Teacher creates learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.		
ELEMENT 5: BUILDING A CARING COMMUNITY OF LEARNERS	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 6: CULTURALLY RESPONSIVE TEACHING (CRT)	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 7: HIGH EXPECTATIONS & STUDENT MOTIVATION	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 8: SOCIAL-EMOTIONAL SUPPORT & RECOGNITION	Strengths and Evidence:	Areas for Improvement or Refinement:

DOMAIN 2: PLANNING & PREPARATION		
Teacher makes decisions about planning that demonstrate a deep understanding of grade level content knowledge, pedagogy, and curriculum implementation by appropriately planning for what students are expected to know, understand, and be able to do.		
Standard 3. Teacher understands and organizes subject matter for student learning.		
ELEMENT 9: KNOWLEDGE OF SUBJECT MATTER & PEDAGOGY	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 10: DESIGNING CURRICULUM	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 11: CURRICULAR FOCUS	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 12: COHERENCY & CONNECTIONS	Strengths and Evidence:	Areas for Improvement or Refinement:

Standard 4. Teacher plans instruction and designs learning experiences for all students.		
ELEMENT 13: LEARNING OBJECTIVES	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 14: MODELS OF INSTRUCTION	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 15: PREPARING & ORGANIZING LEARNING ACTIVITIES	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 16: USING KNOWLEDGE OF STUDENTS & DATA IN PLANNING	Strengths and Evidence:	Areas for Improvement or Refinement:

DOMAIN 3: INSTRUCTION & ASSESSMENT		
Teacher consistently uses research-based practices in the classroom, challenging all learners to achieve high levels of learning.		
Standard 5. Teacher sets the stage and effectively communicates learning expectations.		
ELEMENT 17: ARTICULATION OF LEARNING OBJECTIVES	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 18: HOOK & ACTIVATING PRIOR KNOWLEDGE (APK)	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 19: LESSON SIGNIFICANCE & CONNECTIONS	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 20: REFERRING TO LEARNING OBJECTIVES	Strengths and Evidence:	Areas for Improvement or Refinement:

Standard 6. Teacher implements effective teaching strategies that engage students in learning.		
ELEMENT 21: EXECUTION OF LESSON CYCLE & PACING	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 22: CONCEPT LEARNING & MODELING	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 23: SCAFFOLDING & CONNECTING	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 24: INSTRUCTIONAL CLARITY & MEANINGFUL ENCODING	Strengths and Evidence:	Areas for Improvement or Refinement:

Standard 7. Teacher uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.		
ELEMENT 25: CHECKING FOR UNDERSTANDING & QUESTIONING	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 26: RUBRIC & FEEDBACK	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 27: SUMMATIVE ASSESSMENTS	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 28: MONITORING & COMMUNICATING STUDENT GROWTH	Strengths and Evidence:	Areas for Improvement or Refinement:

Standard 8. Teacher differentiates instruction to meet the needs of diverse learners.		
ELEMENT 29: ASSESSING FOR DIFFERENTIATION	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 30: DIFFERENTIATION STRATEGIES	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 31: TECHNOLOGY & RESOURCES	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 32: PERSONALIZED SUPPORT	Strengths and Evidence:	Areas for Improvement or Refinement:

Standard 9. Teacher helps students become strategic learners and develop higher order thinking skills.		
ELEMENT 33: HIGHER-ORDER QUESTIONING & ADDRESSING MISCONCEPTIONS	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 34: STUDY STRATEGIES & USING EVIDENCE FROM TEXTS	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 35: COOPERATIVE LEARNING & USE OF ACADEMIC LANGUAGE	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 36: INTELLECTUAL CURIOSITY & CREATIVITY	Strengths and Evidence:	Areas for Improvement or Refinement:

DOMAIN 4: PROFESSIONAL GROWTH		
Teacher demonstrates habits and skills of continuous inquiry and learning and works collaboratively to improve professional practice and student learning.		
Standard 10. Teacher engages in professional growth.		
ELEMENT 37: REFLECTING ON TEACHING PRACTICE	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 38: ENGAGING IN PROFESSIONAL LEARNING	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 39: COLLABORATING WITH PROFESSIONAL COMMUNITY	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 40: DEMONSTRATING GRIT	Strengths and Evidence:	Areas for Improvement or Refinement:

MPS TEACHER GOAL SETTING & PROGRESS MONITORING FORM

Teacher Information:

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

Use this form for setting professional growth goals and documenting progress toward accomplishment of the goals. This tool should be used at the beginning of the year (*e.g., during September*), mid-year (*e.g., during December*), and toward the end of the school year (*e.g., March through May*).

Beginning of the year:

The teacher will use this form for goal-setting following the self-assessment process. Based on his/her areas for improvement or refinement and data gathered from artifacts and other sources, the teacher will set one or two goals for the school year. For the goal setting meeting at the beginning of the school year, MPS recommends that the teacher sets goal(s) that focus on one (or two) of the standards from Standards 1-7. It is not required, but goal(s) can be linked to an organizational goal, e.g., a goal in LCAP, SIP, WASC or other organizational plan. The goals, as well as activities to accomplish the goals, outcomes and timeline, will be reviewed by the evaluator prior to the beginning work on the goals. The evaluator may suggest additional goals as appropriate.

Mid-year:

The teacher will meet with the evaluator mid-year to discuss progress toward achieving their annual goals, and if necessary, adjustments to action plans in order to achieve goals by the end of the school year. The evaluator will determine whether the teacher is making acceptable progress toward goal attainment. Besides monitoring progress on the goal(s) set at the beginning of the school year that focused on one or two of the standards from Standards 1-7, the teacher will now set one or two goals that focus on one (or two) of the standards from Standards 8-10.

Toward end-of-year:

The meeting toward the end of the school year will focus on goal attainment and completing the evaluation process. In addition, the teacher and the evaluator will discuss possible new goals for the next school year.

Legend:

- *N: Not progressing or level of progress is not acceptable*
- *P: Progress is at acceptable level*
- *A: Goal is accomplished.*

GOAL # _____ Standard: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10	
Goal:	Outcomes (Measurement):
Linked to: <input type="checkbox"/> LCAP <input type="checkbox"/> SIP <input type="checkbox"/> WASC <input type="checkbox"/> Other plan	
Key Activities/Strategies:	Timeline for measuring goal outcomes:
Progress:	Revised Action Plan: (if applicable)
Mid-year comments by evaluator: <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A	Year-end comments by evaluator: <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A

Teacher's Signature: _____	Date: _____
Evaluator's Signature: _____	Date: _____

MPS TEACHER PLANNING & PREPARATION EVIDENCE FORM

Teacher Information:

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

The purpose of this form is to guide pre-observation conference and to allow the observer to gather evidence before a formal observation.

Pre-observation conference:

The teacher will provide the evaluators with his/her planning and preparation evidence to demonstrate teacher’s effectiveness in organizing subject matter, planning instruction, and designing learning experiences for all students. Evidence includes teacher’s responses to the questions on this form, which could be in the form of a presentation, unit plan(s), an exemplary lesson plan which may be picked for a formal observation, and other relevant information gathered from artifacts and other sources.

Focus for the unit plan(s) and the lesson plan are Standard 3 and Standard 4, respectively. Since formal observations focus on Standards 5-9, using the exemplary lesson as a model, the teacher will also explain how they would meet those standards if the lesson were actually observed.

Formal observation:

Formal observation will focus on observing implementation of standards and collecting evidence. The focus of the formal observation is Domain 3: Standards 5-9. Emphasis will be placed on Standards 5, 6, and 7 in November and on Standards 8 and 9 in February. Evidence of what teachers and students are doing/saying will be collected, free of opinion and bias. Evaluators will enter their notes in the “Classroom Observation Form.”

DOMAIN 2: PLANNING & PREPARATION

Teacher makes decisions about planning that demonstrate a deep understanding of grade level content knowledge, pedagogy, and curriculum implementation by appropriately planning for what students are expected to know, understand, and be able to do.

Standard 3. Teacher understands and organizes subject matter for student learning.

Sample Questions: How does the attached unit plan demonstrate backward design? What is the curricular focus of the unit? How is the unit linked to the curriculum? How does the planned summative assessment guide instruction throughout the unit?

Teacher Response/Evidence:

Teacher's self-rating: 4 3 2 1

Standard 4. Teacher plans instruction and designs learning experiences for all students.

Sample Questions: What are the learning objective(s) for the attached lesson plan? Did you choose a particular model of instruction? How are the learning activities congruent with the learning objective(s)? What information about your students did you use to inform your planning?

Teacher Response/Evidence:

Teacher's self-rating: 4 3 2 1

DOMAIN 3: INSTRUCTION & ASSESSMENT

Teacher consistently uses research-based practices in the classroom, challenging all learners to achieve high levels of learning.

Standard 5. Teacher sets the stage and effectively communicates learning expectations.

Sample Questions: How will you articulate the learning objective(s)? How will you hook your students into the lesson? How will you communicate significance of the lesson? How will you make sure students understand the objectives?

Teacher Response/Evidence:

Standard 6. Teacher implements effective teaching strategies that engage students in learning.

Sample Questions: How will you pace the lesson and ensure student engagement? What strategies will you use to help students construct their understanding of the lesson? How will you ensure students' learning experiences are cognitively engaging? What strategies will you use for meaningful learning and long-term memory encoding?

Teacher Response/Evidence:

Standard 7. Teacher uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.

Sample Questions: How will you check for understanding during the lesson? How will you adjust your instruction to address the needs of students who are having difficulty understanding the lesson? How will student learning be assessed? What will you do with the assessment results?

Teacher Response/Evidence:

Standard 8. Teacher differentiates instruction to meet the needs of diverse learners.

Sample Questions: How will you assess for differentiation? How will you differentiate classroom elements to address the learning needs of all students? How will you use technology and other resources to engage and enhance learning and to differentiate instruction? How will you address the needs of English learners and students with special needs?

Teacher Response/Evidence:

Standard 9. Teacher helps students become strategic learners and develop higher order thinking skills.

Sample Questions: What are some higher-order questions you plan to ask your students? What misconceptions may students have related to the lesson and how will you address them? What study strategies will the students use to increase their understanding? How will you provide your students with cooperative learning experiences? How will you promote students' correct use of academic vocabulary and language? What tasks, activities, or strategies will students engage in that address different types of critical thinking relevant to the learning objectives and content? Do you plan for open-ended real-world questions? How will you require students to make complex choices and synthesize knowledge?

Teacher Response/Evidence:

MPS TEACHER POST-OBSERVATION REFLECTION FORM

Teacher Information:

Name: _____ School: _____
 Present School Assignment: _____ Years at School: _____

The purpose of this form is to guide the post-observation conference. It facilitates teacher reflection of the observed lesson and self-rating on the standards, considering the observed lesson, teacher's prior self-assessment(s), and other relevant evidence. It also allows the observer to gather more evidence about the observed lesson and the teacher's reflection.

Post-observation conference:

The teacher and the evaluators will reflect on the observed lesson in a highly collaborative way. The teacher will provide the evaluators with his/her reflection of the observed lesson and evidence to demonstrate his/her effectiveness in meeting the standards, considering the observed lesson, teacher's prior self-assessment(s), and other relevant evidence.

The evaluators may share teacher's ratings on the standards based on the observed lesson and evidence collected throughout the school year. However, if additional time is needed for evidence collection in order to determine more accurate ratings, the evaluators may share their ratings at a later time. Meeting will end with suggestions for improving practice and a professional learning focus.

DOMAIN 3: INSTRUCTION & ASSESSMENT

Teacher consistently uses research-based practices in the classroom, challenging all learners to achieve high levels of learning.

Standard 5. Teacher sets the stage and effectively communicates learning expectations.

Sample Questions: How did you articulate the learning objective(s)? How did you hook your students into the lesson? How did you communicate significance of the lesson? How did you make sure student understand understanding of the objectives?

Teacher Response/Evidence:

Teacher's self-rating: 4 3 2 1

Standard 6. Teacher implements effective teaching strategies that engage students in learning.

Sample Questions: How did you pace the lesson and ensure student engagement? What strategies did you use to help students construct their understanding of the lesson? To what extent were students cognitively engaged? What strategies did you use for meaningful learning and long-term memory encoding?

Teacher Response/Evidence:

Teacher's self-rating: 4 3 2 1

Standard 7. Teacher uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.

Sample Questions: How did you check for understanding during the lesson? Did you adjust your instruction to address the needs of students who were having difficulty understanding the lesson? Was student learning assessed? If not, how will it be assessed? What did/will you do with the assessment results?

Teacher Response/Evidence:

Teacher's self-rating: 4 3 2 1

Standard 8. Teacher differentiates instruction to meet the needs of diverse learners.

Sample Questions: How did you assess for differentiation? How did you differentiate classroom elements to address the learning needs of all students? How did you use technology and other resources to engage and enhance learning and to differentiate instruction? How did you address the needs of English learners and students with special needs?

Teacher Response/Evidence:**Teacher's self-rating:** 4 3 2 1**Standard 9. Teacher helps students become strategic learners and develop higher order thinking skills.**

Sample Questions: What were some higher-order questions that you asked your students? What misconceptions did students have related to the lesson and how did you address them? What study strategies did the students use to increase their understanding? How did you provide your students with cooperative learning experiences? How did you promote students' correct use of academic vocabulary and language? What tasks, activities, or strategies did students engage in that address different types of critical thinking relevant to the learning objectives and content? Did you use open-ended real-world questions? How did you require students to make complex choices and synthesize knowledge?

Teacher Response/Evidence:**Teacher's self-rating:** 4 3 2 1

Reflection:

If you had the opportunity to teach this lesson again to the same group of students, what would you do differently?

Reflection:

From teaching this lesson, I have learned/decided/gained insight about...

MPS TEACHER SUMMATIVE ASSESSMENT FORM

Teacher Information:

Name: _____ School: _____

Present School Assignment: _____ Years at School: _____

The evaluator will use this form as a summative assessment of the teacher's performance on each standard in the MPS Framework for Teaching. Observations, formal discussions of performance, and other relevant evidence have been considered in determining the ratings for the teacher.

DOMAIN 1: LEARNING ENVIRONMENT

Teacher creates a safe, productive, collaborative, and inviting learning environment that fosters a sense of community and personal responsibility to ensure that students maximize learning.

Standard 1. Teacher establishes classroom rules, practices, and procedures that support a positive, productive learning environment.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Standard 2. Teacher creates learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

DOMAIN 2: PLANNING & PREPARATION

Teacher makes decisions about planning that demonstrate a deep understanding of grade level content knowledge, pedagogy, and curriculum implementation by appropriately planning for what students are expected to know, understand, and be able to do.

Standard 3. Teacher understands and organizes subject matter for student learning.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Standard 4. Teacher plans instruction and designs learning experiences for all students.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

DOMAIN 3: INSTRUCTION & ASSESSMENT

Teacher consistently uses research-based practices in the classroom, challenging all learners to achieve high levels of learning.

Standard 5. Teacher sets the stage and effectively communicates learning expectations.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Standard 6. Teacher implements effective teaching strategies that engage students in learning.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Standard 7. Teacher uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Standard 8. Teacher differentiates instruction to meet the needs of diverse learners.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Standard 9. Teacher helps students become strategic learners and develop higher order thinking skills.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

DOMAIN 4: PROFESSIONAL GROWTH

Teacher demonstrates habits and skills of continuous inquiry and learning and works collaboratively to improve professional practice and student learning.

Standard 10. Teacher engages in professional growth.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Note: The teacher’s signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the teacher has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to the MPS Teacher Evaluation Protocol.

Teacher’s Signature: _____ Date: _____
Evaluator’s Signature: _____ Date: _____

MPS TEACHER PROFESSIONAL QUALITIES, DISPOSITIONS, AND RESPONSIBILITIES FORM

Teacher Information:

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

MPS will use teachers' professional qualities, dispositions, and taking responsibilities seriously as one of the measures in their evaluation. MPS wants to ensure that each teacher respects commitments and agreements as well as assumes responsibility and accountability for actions, striving for excellence, ensuring effectiveness. Therefore, each teacher needs to have an understanding of and fulfill his/her fundamental professional responsibilities as an educator and as a member of a well-established profession as well as assume his/her accountability to students, families, colleagues, and school.

The evaluator will use this form as a summative assessment of the teacher's professional qualities, dispositions, and performance on responsibilities. Observations, formal discussions of performance, and other relevant evidence have been considered in determining the ratings for the teacher.

PROFESSIONAL, LEGAL, & ETHICAL RESPONSIBILITIES

- Teacher demonstrates professional responsibility for all aspects of student learning and classroom management, including responsibility for the learning outcomes of all students, along with appropriate concerns and policies regarding the privacy, health, and safety of students and families. Teacher conducts himself/herself with integrity and models ethical conduct.
- Teacher understands and enacts professional roles and responsibilities as mandated reporters and complies with all laws concerning professional responsibilities, professional conduct, and moral fitness, including the responsible use of social media and other digital platforms and tools.

Rating: 2 1 0

Evaluator Comments / Recommended Actions for Improvement or Refinement:

WORK ETHICS & EFFICIENCY

- Teacher handles responsibilities and tasks promptly and efficiently. He/she plans and gets organized for upcoming duties; completes tasks, reports, and analyses in a timely fashion. He/she schedules time efficiently and completes an appropriate amount of work in the allotted time.
- Teacher is consistently punctual for work and work-related activities. He/she consistently produces high-quality work and demonstrates reliable consistency in the performance of assigned duties. He/she shows commitment to quality and excellence and pays close attention to detail. He/she does not allow personal problems to effect work efficiency in a negative way.

Rating: 2 1 0

Evaluator Comments / Recommended Actions for Improvement or Refinement:

COMMUNICATION & COORDINATION

- Teacher demonstrates effective verbal and written communication skills as well as excellent listening skills. He/she is sensitive to time-constraints of others; responds to requests (calls, emails, etc., from parents, office, administration, etc.) in a professional and timely manner; and makes himself/herself available for meetings and help.
- Teacher communicates concerns and issues to the party involved in a timely and respectful fashion. He/she is excellent at keeping others informed; he/she makes sure to provide relevant information to the appropriate people in a timely fashion. While communicating, he/she respects and maintains the confidentiality of all individuals within the organization.

Rating: 2 1 0

Evaluator Comments / Recommended Actions for Improvement or Refinement:

COLLEGIALITY & PROFESSIONALISM

- Teacher consistently models high standards of honesty, integrity, trust and respect for the individual. He/she exhibits positive dispositions of caring, support, acceptance, and fairness toward all students and families, as well as toward his/her colleagues. He/she finds ways to be helpful and cooperative. He/she maintains positive relationships and works collaboratively with colleagues, students, families, and community members to support the success of the organization.
- Teacher eagerly accepts accountability for both negative and positive outcomes of his/her own actions. He/she solicits feedback and constructive criticism from others and responds positively to criticism and feedback. Teacher is flexible and adaptable to the school's needs.

Rating: 2 1 0

Evaluator Comments / Recommended Actions for Improvement or Refinement:

OTHER PROFESSIONAL RESPONSIBILITIES

- Teacher adheres to board policies, school procedures, and contractual obligations. He/she complies with the employee handbook and all applicable rules and regulations. Teacher takes student attendance timely, develops and maintains accurate student records, uses computer applications/school information system effectively, and carries out all instructional and non-instructional duties as assigned and/or as need is perceived.
- Teacher approaches his/her work with energy and enthusiasm and is willing to take on additional work.

Rating: 2 1 0

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Additional Evaluator Comments:

Note: The teacher's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the teacher has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to the MPS Teacher Evaluation Protocol.

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

MPS TEACHER EVALUATION SUMMARY PAGE

Teacher Information:

Name: _____ School: _____
 Present School Assignment: _____ Years at School: _____

Ratings on Standards in the MPS Framework for Teaching	
1: Below Standard, 2: Approaches Standard, 3: Meets Standard, 4: Exceeds Standard	
Standard	Rating: (1-4)
Standard 1	
Standard 2	
Standard 3	
Standard 4	
Standard 5	
Standard 6	
Standard 7	
Standard 8	
Standard 9	
Standard 10	
(A) Total:	

Student, Parent, Staff Voices (Score: 1-5 each)	
Student Voices	
Parent Voices	
Staff Voices	
(C) Total:	

Teacher's Overall Performance (Out of 100%)
(55/40) x A + B + C + D =

Ratings on Teacher Professional Qualities, Dispositions, and Responsibilities	
0: Not yet within expectations, 1: Partially or minimally meets expectations, 2: Fully meets or exceeds expectations	
Area	Rating: (0-2)
Professional, Legal, & Ethical Responsibilities	
Work Ethics & Efficiency	
Communication & Coordination	
Collegiality & Professionalism	
Other Professional Responsibilities	
(B) Total:	

Student Performance
Student performance score as explained in the evaluation protocol (Out of 20 points)
(D) Total:

Teacher's Overall Evaluation Rating (1-4)		
<input type="checkbox"/>	Highly Effective (HE)	85% - 100%
<input type="checkbox"/>	Effective (E)	65% - 84%
<input type="checkbox"/>	Developing (D)	50% - 64%
<input type="checkbox"/>	Ineffective (I)	Less than 50%

Teacher's Signature: _____ Evaluator's Signature: _____
 Date: _____ Date: _____

Note: The teacher's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the teacher has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to the MPS Teacher Evaluation Protocol.



SCHOOL LEADER EVALUATION PROTOCOL

MAGNOLIA PUBLIC SCHOOLS (MPS) SCHOOL LEADER EVALUATION PROTOCOL

Introduction

The vision of Magnolia Public Schools (MPS) is that our graduates are scientific thinkers who contribute to the global community as socially responsible and educated members of society. It is MPS' mission to provide a college preparatory educational program emphasizing science, technology, engineering, arts, and math (STEAM) in a safe environment that cultivates respect for self and others. All MPS school leaders are expected to learn, grow, and commit to the vision and mission of MPS within their roles and responsibilities. The successful work of MPS school leaders can only be realized in a culture where there is learning, open and honest communication, teamwork, use of data, and accountability. The MPS evaluation process is designed to contribute to the organization's pursuit of excellence in education.

The Purposes of the Evaluation

MPS firmly believes that school leader quality is one of the most important variables in increasing student achievement. The evaluation process helps the school leader and the evaluator(s) build on the strengths of the school leader and identify those areas the school leader needs improvement to become more effective and efficient at his/her job. Performance evaluation allows the evaluators and the school leader to communicate openly about performance, mutually establish goals and identify actions for progress, and evaluate results which may provide a basis and documentation for transfer, promotion, reassignment, or disciplinary action.

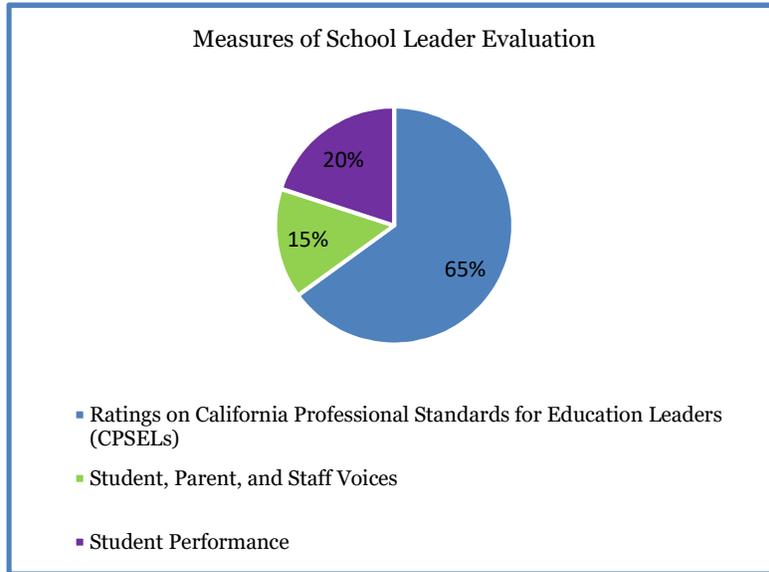
The Evaluation Process

MPS will use multiple measures in order to make a reliable school leader evaluation. These measures include (1) California Professional Standards for Education Leaders (CPSEL), (2) Student, Parent, and Staff Voices, and (3) Student Performance. Using multiple measures will provide for better insight and reliability than using only one measure.

The CPSEL identify what an administrator must know and be able to do in order to move into sustainable, effective practice. They are a set of broad policy standards that are the foundation for administrator preparation, induction, development, professional learning and evaluation in California. Taken together, the CPSEL describe critical areas of leadership for administrators and offer a structure for developing and supporting education leaders throughout their careers. The annual evaluation process involves frequent informal observations and feedback for the school leader, collection of evidence to foster collaboration with the school leader, and goal setting and monitoring. This process is supplemented by student, parent, and staff feedback through surveys, and student performance data. Numerous academic studies confirm the long-held belief that school leader quality is one of the greatest determinants of student achievement. By incorporating student performance into school leader evaluation, MPS wants to keep ongoing student performance discussions with the school leader. MPS will use the following weights for each measure to determine an end-of-year overall rating.

Measure	Percentage
School Leader Performance on the CPSEL	65%
Student, Parent, and Staff Voices	15%

Student Performance	20%
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End-of-Year Overall Evaluation Rating

Evaluators will use the weights (percents) established above for each measure of school leader evaluation and the final score earned by the school leader on each measure to calculate an end-of-year overall performance score of the school leader. As can be seen in the table below, depending on the overall performance score, the school leader will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

Overall Performance	Overall Evaluation Rating	Rating Descriptor
85% - 100%	4: Highly Effective (HE)	School leader consistently demonstrates behaviors reflective of the CPSEL that are above and beyond stated expectations. School leaders who perform at this level exceed goals and targets established for student performance and survey data indicates high levels of satisfaction. A Highly Effective rating means that the only areas for growth would be to expand on the strengths and find innovative ways to apply it to the benefit of the school. Specific comments (i.e., evidence, explanation) are required for rating a school leader as Highly Effective. A Highly Effective rating means that performance is excellent. The employee is a top performer in all areas of school leadership performance, student achievement, and academic progress in the perception of others.
65% - 84%	3: Effective (E)	School leader demonstrates behaviors reflective of the CPSEL most of the time and meets goals and any targets established for student performance and survey data. The indicator of performance delivered when rating one as Effective is that performance is satisfactory and similar to that of others regarded as good performers. While there are areas remaining that require further development to be considered an excellent performer, an Effective classification is indicative of a valued school leader.
50% - 64%	2: Developing (D)	School leader sometimes demonstrates behaviors reflective of the CPSEL and meets some of the goals and targets established for student performance and survey data. A Developing rating indicates that the employee performs well at times but requires more consistent performance overall. School leader demonstrates potential, but must focus on opportunities for improvement to elevate his/her performance on the standards.
Less than 50%	1: Ineffective (I)	School leader rarely demonstrates behaviors reflective of the CPSEL and meets few goals and targets for student performance and survey data. The demonstrated performance of this school leader requires intervention. A rating of Ineffective indicates that performance is unsatisfactory and the school leader requires significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

Evaluation Calendar

The following table outlines the steps of the evaluation process with recommended timeline.

Timeline	Forms/Documents	Evaluation Steps
August	Evaluation Protocol CPSEL Self-Assessment Form Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> At the beginning of the school year, the evaluators will provide the school leader with the evaluation protocol, including the CPSEL, forms for self-assessment, and goal setting and progress monitoring.
September	Self-Assessment Form Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> During September, every school leader will complete a self-assessment to identify his/her strengths, evidence of meeting standard, and areas for improvement or refinement for each CPSEL. Based on his/her areas for improvement or refinement and information gathered from artifacts and other sources, the school leader will meet with the evaluators and set two or three goals for the school year, at least one of which should be linked to an organizational goal, e.g., a goal in LCAP, SIP, WASC or other organizational plan.
December-January	Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> The school leader will meet with the evaluator mid-year to discuss progress toward achieving their annual goals, and if necessary, adjustments to action plans in order to achieve goals by the end of the school year. The evaluator will determine whether the school leader is making acceptable progress toward goal attainment. Depending on accomplishment of the goals set at the beginning of the school year, the school leader may set additional goals. Evaluators may develop an improvement plan with the school leaders who need to elevate their performance on the CPSEL or are not making acceptable progress toward goal attainment. The Goal Setting & Progress Monitoring Form can be used for this purpose.
March-May	Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> Every school leader will meet with the evaluators to discuss progress/completion of goals. School leaders will document their progress on their goals, and if necessary, make adjustments to action plans. In addition, the school leaders and the evaluators will discuss possible new goals for the next school year.
By May 1	School Leader	<ul style="list-style-type: none"> For each school leader, the evaluators will assign a rating on

	<p>Summative Assessment Form</p> <p>School Evaluation Page</p> <p>Leader Summary</p>	<p>each CPSEL on the Summative Assessment Form.</p> <ul style="list-style-type: none"> ▪ Evaluators will have the final scores for student, parent, and staff survey results available. ▪ For each school leader, the evaluators will enter an end-of-year overall evaluation rating into the School Leader Evaluation Summary Page. ▪ Evaluators will share the completed evaluation forms with each school leader. Forms include: School Leader Evaluation Summary Page and the School Leader Summative Assessment Form.
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The above timeline is recommended to the MPS evaluators to ensure timely completion of all steps of the evaluation process. Evaluators can be flexible with the timeline without compromising the fundamental design of the process.

Measures of School Leader Evaluation:

(1) School Leader Performance on the CPSEL

To reach every student and support every teacher in meeting increasingly complex outcomes demands a cadre of increasingly committed and effective school leaders. The CPSEL serve as broadly supported leadership criteria that are a critical component of leadership development and support. The CPSEL reflect current and emerging expectations for education leaders and are built on a set of Guiding Principles that identify foundational beliefs supporting each CPSEL.

The CPSEL:

- Inform leadership development and performance across a career continuum
- Incorporate existing, accepted descriptions and guides for professional education leadership
- Consistently promote student attainment of performance and content expectations as well as student well being
- Acknowledge the need for ongoing dialogue, challenging assumptions and continued learning among staff and stakeholders
- Reflect the pervasive need to consider equity dilemmas, problems, and issues
- Promote action on the concepts of access, opportunity, and empowerment for all members of the school community

The CPSEL are organized into three levels: standards, elements, and example indicators of practice. The standards are organized into six broad categories that represent the responsibilities of an education leader, reflecting both professional and personal practice. Each standard has a title that supports its identification and use:

- Development and Implementation of a Shared Vision
- Instructional Leadership
- Management and Learning Environment
- Family and Community Engagement
- Ethics and Integrity
- External Context and Policy

The elements highlight three to four main focus areas within each standard. They serve to clarify the intention of the standard and help to organize and define key areas of leadership actions within the standard.

The indicators further delineate leader action. They are examples of how an education leader might demonstrate the element or standard within his or her practice. The indicators are not intended to be a comprehensive or required list of administrator behaviors, rather they are examples of practice that illustrate the intent of the standard and element. MPS will adapt the indicators in a variety of ways to guide and support school leaders from preparation through levels of increasingly accomplished practice within their roles (principal, dean, etc.)

The annual evaluation process at MPS involves frequent informal observations and feedback for the school leader, collection of evidence to foster collaboration with the school leader, and goal setting and monitoring. MPS will use an online tool to record and share notes, feedback, evidence, forms, evaluation results, and all other related documentation. The tool can be used by both the school leader and the evaluator in respect to their roles. Informal observations can be conducted by the school administrators as well as MPS Home Office support team and other professionals.

The school leader being evaluated will take the lead in conducting the evaluation process through the use of self-assessment, reflection and by gathering evidence for education leadership practice. The evaluator will collect evidence on specific standards. Collaborative use of evidence and reflection will provide a basis for self-assessment, goal-setting, professional development, and demonstration on specific standards and expectations. The evaluator and the school leader will meet mid-year to discuss progress toward annual goals, and if necessary, any adjustment to action plans. The evaluator and the school leader will meet toward year-end to discuss progress or completion of goals and possible new goals for the next school year.

After completion of the evaluation process, each school leader will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each CPSEL. Besides rating (1) School Leader Performance on the CPSEL, the evaluators will also score (2) Student, Parent, and Staff Voices, and (3) Student Performance. The final score and the weight for each measure will be used to calculate an end-of-year overall performance score of the school leader. Depending on the overall performance score, the school leader will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

Rating of School Leader Performance on the CPSEL

The CPSEL are organized into three levels: standards, elements, and example indicators of practice. The indicators are examples of practice that illustrate the intent of the standard and element. MPS has adapted the indicators in a variety of ways to guide and support school leaders within their roles, such as principal, dean, etc. (See Attachment: MPS Example Indicators for CPSELS.) These indicators provide both a rubric for leadership performance and a roadmap for improvement of school leadership. During informal observations the evaluator(s) will provide the school leader with bite-sized, focused, constructive, and critical feedback. School leader will be provided more comprehensive feedback on the standards during goal-setting and monitoring meetings. Before the completion of the evaluation process, each school leader will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each CPSEL. The following table shows the six CPSEL to be rated by the evaluators.

STANDARD 1: DEVELOPMENT AND IMPLEMENTATION OF A SHARED VISION
Standard 1. Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.
<ul style="list-style-type: none"> ▪ Element 1A: Student-Centered Vision ▪ Element 1B : Developing Shared Vision ▪ Element 1C: Vision Planning and Implementation
STANDARD 2: INSTRUCTIONAL LEADERSHIP

<p>Standard 2. Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.</p>
<ul style="list-style-type: none"> ▪ Element 2A: Professional Learning Culture ▪ Element 2B: Curriculum and Instruction ▪ Element 2C: Assessment and Accountability
<p>STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT</p>
<p>Standard 3. Education leaders manage the organization to cultivate a safe and productive learning and working environment.</p>
<ul style="list-style-type: none"> ▪ Element 3A: Operations and Facilities ▪ Element 3B: Plans and Procedures ▪ Element 3C: Climate ▪ Element 3D: Fiscal and Human Resources
<p>STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT</p>
<p>Standard 4. Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.</p>
<ul style="list-style-type: none"> ▪ Element 4A: Parent and Family Engagement ▪ Element 4B: Community Partnerships ▪ Element 4C: Community Resources and Services
<p>STANDARD 5: ETHICS AND INTEGRITY</p>
<p>Standard 5. Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.</p>
<ul style="list-style-type: none"> ▪ Element 5A: Reflective Practice ▪ Element 5B: Ethical Decision-Making ▪ Element 5C: Ethical Action
<p>STANDARD 6: EXTERNAL CONTEXT AND POLICY</p>
<p>Standard 6. Education leaders influence political, social, economic, legal and cultural contexts affecting education to improve education policies and practices.</p>
<ul style="list-style-type: none"> ▪ Element 6A: Understanding and Communicating Policy ▪ Element 6B: Professional Influence ▪ Element 6C: Policy Engagement

Examples of indicators for each element can be found in *Attachment: CPSEL Booklet*. Here is an example:

STANDARD 2: INSTRUCTIONAL LEADERSHIP

Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.

Element 2A: Professional Learning Culture

Leaders promote a culture in which staff engages in individual and collective professional learning that results in their continuous improvement and high performance.

Example Indicators:

- **2A-1** Establish coherent, research-based professional learning aligned with organizational vision and goals for educator and student growth.
- **2A-2** Promote professional learning plans that focus on real situations and specific needs related to increasing the learning and well-being of all staff and students.
- **2A-3** Capitalize on the diverse experience and abilities of staff to plan, implement, and assess professional learning.
- **2A-4** Strengthen staff trust, shared responsibility, and leadership by instituting structures and processes that promote collaborative inquiry and problem solving.

It is important to note that specific feedback to the school leader on each element provides better focus for professional practice and growth. The observers and the evaluators are encouraged to pinpoint strengths and areas for improvement based on the elements. However, rating will be provided for the standard, not for each element. Elements describe a specific feature of the standard and the school leader is expected to meet or exceed the standard as a whole. There is variation among school systems and organizations in their approach to rating standards versus elements. MPS actively seeks feedback from our school leaders and evaluators in order to implement an efficient and effective system that helps with both *measuring school leaders* and *supporting their growth*.

MPS will base 85 percent of school leader's end-of-year overall evaluation on performance on the CPSEL. Each school leader will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each of the six CPSEL. Therefore, school leaders will earn up to 24 points on this metric. The following table describes the ratings that will be used to rate each CPSEL.

Rating	Points	Rating Descriptor
Exceeds Standard	4	School leader <u>consistently</u> demonstrates <u>all</u> indicators reflective of the standard. School leader performance on the standard is excellent.
Meets Standard	3	School leader demonstrates the <u>majority</u> of the indicators reflective of the standard <u>most of the time</u> . School leader performance on the standard is very good. However, there are areas remaining that require further development to be considered an excellent performer on this standard.
Approaches Standard	2	School leader <u>sometimes</u> demonstrates the indicators reflective of the standard. School leader performs well at times but requires more consistent performance overall. School leader demonstrates potential but must focus on opportunities for improvement to elevate his/her performance on this standard.
Below Standard	1	School leader <u>rarely</u> demonstrates the indicators reflective of the standard. The demonstrated performance of this school leader is unsatisfactory and requires intervention and significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

(2) Student, Parent, and Staff Voices

Research into school leadership effectiveness indicates that student, parent, and staff voices play a powerful role in helping schools and districts learn how to improve education leadership. Surveys have been the primary means of collecting student, parent, and staff voices about effective leadership. MPS uses an online platform to provide students, parents, and staff with groups of questions that measure their perceptions of teaching and learning, as well as their perceptions of school climate and students' own strengths and weaknesses. MPS believes that students, parents, and staff have an essential role to play in informing teaching effectiveness and education leadership: this feedback instrument provides teachers and school leaders with valuable data about how students see their classes, how much parents are involved, how supported staff feel and how to facilitate improvement.

Following are sample survey questions that MPS uses to hear student, parent, and staff voices.

Student Survey Sample Questions:

Besides many other aspects of their experience with the school, students are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks students about the support they get.

How strongly do you agree or disagree with the following items?

- Adults at this school encourage me to work hard so I can be successful in college or at the job I choose.
- This school promotes academic success for all students.
- This school is a supportive and inviting place for students to learn.
- I feel close to people at this school.
- I am happy to be at this school.
- I feel like I am part of this school.
- I feel safe in my school.
- Adults at this school treat all students with respect.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other students.**

Parent Survey Sample Questions:

Besides many other aspects of their experience with the school, parents are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks parents about their experience.

How strongly do you agree or disagree with the following statements about your experience with this school this year?

- This school provides high quality instruction to my child.
- This school has high expectations for all students.
- I feel welcome to participate at this school.
- School staff treats me with respect.
- School staff takes my concerns seriously.
- School staff welcomes my suggestions.
- School staff responds to my needs in a timely manner.

- School staff is helpful.
- My child's background (race, ethnicity, religion, economic status) is valued at this school.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other parents.**

Staff Survey Sample Questions:

Besides many other aspects of their experience with the school, staff are also asked their opinions about the support they get from other adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks staff about their experience.

Please rate how strongly you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for students to learn.
- This school promotes academic success for all students.
- This school emphasizes helping students academically when they need it.
- ...

Please respond to the following questions about the adults in this school.

- How many adults at this school have close professional relationships with one another?
- How many adults at this school support and treat each other with respect?
- How many adults at this school feel a responsibility to improve this school?

For the following questions, please indicate how much you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for staff to work.
- This school promotes trust and collegiality among staff.
- This school promotes personnel participation in decision-making that affects school practices and policies.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other educators.**

Using Student, Parent, and Staff Voices as a Measure of School Leader Evaluation

Student, parent, and staff surveys provide valuable feedback to the school leader about stakeholders' perceptions on school leader's effectiveness. MPS makes every effort to reach out to our students, parents, and staff to ensure a high response rate on the surveys. MPS has designed its surveys so that they provide individualized feedback about school leaders, as well as stakeholders' overall school satisfaction. MPS will use both individualized and general feedback to provide constructive critical feedback to the school leaders. Leaders can use this feedback to improve their leadership.

As CPSEL 1 states, "Education leaders facilitate the development and implementation of a shared vision of learning and growth for all students." Collaboration linked to shared goals focused on student achievement lead to higher levels of adult commitment and greater gains in student achievement. MPS values collective commitment and collaboration for shared goals; therefore, MPS will use overall school experience (satisfaction) rates for students, parents, and staff as a metric in school leader evaluation.

MPS will use the survey average approval rates as a metric that represents stakeholder voices. MPS will base 15 percent of employee's end-of-year overall evaluation on student, parent, and staff surveys. Student, parent, and staff voices will share equal weights of 5 percent. The following table shows how average approval rates will be converted to points on the end-of-year overall evaluation. MPS will use both status (percent for current year) and change (percent change from prior year) in determining the final points for student, parent, and staff voices.

AVERAGE APPROVAL RATE		CHANGE (FROM PRIOR YEAR)				
		Declined Significantly by 10% or more	Declined by 5% to less than 10%	Maintained Declined or improved by less than 5%	Increased by 5% to less than 10%	Increased Significantly by 10% or more
STATUS (CURRENT YEAR)	Very High 85% or greater	4	4	5	5	5
	High 70% to less than 85%	3	4	4	4	5
	Medium 60% to less than 70%	2	3	3	4	4
	Low 50% to less than 60%	2	2	2	3	3
	Very Low Less than 50%	1	1	1	2	3

Example: A school with parent average approval rate of 75% in the current year and 63% in the prior year would earn its employees 5 points for parent voice on the end-of-year overall employee evaluation. Similarly, the same school with student average approval rates of 68% in the current year and 60% in the prior year would earn its employees 4 points for student voice. If staff average approval rate increased from 80% to 83% from the prior year, it would correspond to 4 points for staff voice. A total of 13 points (out of 15) would be used as the overall score for Student, Parent, and Staff Voices. *(For Home Office employees, overall MPS average approval rates will be used.)*

School leaders are encouraged to check their school's targets for student, parent, and staff overall school satisfaction rates in their Local Control and Accountability Plans (LCAP).

(3) Student Performance

Student Assessments at MPS

MPS uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement. The measures that are used to assess student progress include all state-mandated standardized tests such as the Smarter Balanced Summative Assessments. MPS also uses the Smarter Balanced Interim Assessments which are designed to support teaching and learning throughout the year; and the Digital Library, designed to support classroom-based formative assessment processes. MPS administers both the Interim Comprehensive Assessments (ICAs) and Interim Assessment Blocks (IABs) to assess student learning and inform instruction during the year. The Smarter Balanced Interim Assessments¹ are specifically designed to provide the following:

- Meaningful information for gauging student progress throughout the year toward mastery of the skills measured by the Summative Assessments
- Assessments of the CCSS, which can be used at strategic points during the school year.

MPS teachers also have access to publisher or third-party-provided assessments, such as McGraw Hill, Illuminate, Accelerated Reader, and MAP. MPS utilizes computer adapted MAP testing to measure student progress three times a year. Teachers also, with the help of published materials, create standards-aligned formative assignments and tests that are evaluated using rubrics.

Assessments at MPS are not tests only. MPS teachers are expected to use a variety of formative and summative assessments that are valid and reliable measures of student achievement. (*Ex: performance assessments, portfolios, etc.*) Assessments are expected to be aligned with learning objectives. (*Ex: Unit assessments are aligned with unit standards and learning objectives.*) At MPS, teachers provide students with choices of ways to demonstrate learning and students participate in the development of their learning outcomes. Teachers use summative assessment results to plan next units and redeliver instruction.

MPS teachers are expected to closely monitor all students' progress toward meeting student learning outcomes. Teachers use technology, as appropriate, to conduct data analysis and communicate assessment results and student growth to all stakeholders (*families, colleagues, administration, etc.*) Teachers review summative assessment results with students, and students are involved in self-assessment, goal-setting, and monitoring progress.

Local, State, and Federal Accountability System

MPS will closely monitor its measures on the local, state, and federal accountability and continuous improvement systems, including LCFE evaluation rubrics and the CA School Dashboard. These measures include, but are not limited to, state and local indicators, such as basic services, school climate, graduation rate, scores on the CAASPP, suspension rates, progress of English learners toward English proficiency, and college and career readiness.

State Indicators on the CA School Dashboard

The state indicators are based on data that is collected consistently across the state from LEAs through the California Longitudinal Pupil Achievement Data System (CALPADS). The state indicators are:

- Academic Indicator (reported separately for English language arts and mathematics assessments)
- English Learner Progress

¹ <http://www.cde.ca.gov/ta/tg/sa/sbacinterimassess.asp>

- Chronic Absenteeism
- Graduation Rate
- Suspension Rate
- College/Career Readiness (includes Grade 11 assessment results)

Local educational agencies and schools receive one of five color-coded performance levels on the state indicators. From highest to lowest, the five performance levels are: Blue, Green, Yellow, Orange, and Red. Performance levels are calculated based on how current performance (Status) compares to past performance (Change). This provides a more complete picture of performance than a point-in-time snapshot. More details on calculating performance for state indicators is available at: <http://www.cde.ca.gov/dashboard>. (See Attachment: *Getting to Know the California School Dashboard*.)

For each state indicator, performance levels are provided for all students and for student groups at the local education agency or school. Performance of the following student groups are considered in the state accountability system:

- English learners
- Socioeconomically disadvantaged pupils
- Foster youth
- Homeless youth
- Students with disabilities
- Racial/ethnic groups, including:
 - African-American
 - American Indian/Native Alaskan
 - Asian
 - Filipino
 - Hispanic/Latino
 - Native Hawaiian/Pacific Islander
 - Two or more races
 - White

Performance levels are reported for all students and any student group that has at least 30 students (at least 15 students for foster youth and homeless youth). Data is reported without a performance level if there are between 11 and 29 students.

Local Indicators on the CA School Dashboard

State data is not available for some priority areas identified in the Local Control Funding Formula law. For these priority areas, the State Board of Education approved the local indicators, which are based on information that local educational agencies collect locally. The local indicators for charter schools are:

- Basic Services
- Implementation of State Academic Standards
- Parent Engagement
- School Climate

Local educational agencies receive one of three ratings based on whether they have measured and reported their progress through the Dashboard using locally collected data. The ratings are: Met, Not Met, or Not Met for Two or More Years. For example, on the local indicator for Implementing State Academic Standards (Priority 2), the local

educational agency would receive a Met rating if it:

1. Annually measures its progress
2. Reports the results at a regularly scheduled meeting of the local governing board
3. Reports the results to stakeholders through the Dashboard

The Dashboard includes self-reflection tools that the State Board of Education approved as part of the new accountability system. MPS will complete those self-reflection tools, share it with the public at one of our regularly scheduled board meetings, and upload the information to be displayed through the Dashboard.

Using Student Performance as a Measure of School Leader Evaluation

MPS continually strives to develop and refine its Student Performance metric for the purpose of measuring student achievement and growth at our school sites, as well as to inform school leader effectiveness. As introduced above, state and local accountability indicators along with interim and summative assessments provide valuable data on student performance and progress. MPS also recognizes that a variety of assessments can and should be used to measure student progress, such as performance assessments and portfolios. As such, MPS considers using a thoughtful combination of interim and summative assessments and state and local indicators, as well as student work. MPS needs to make sure that Student Performance data used is of high quality as agreed by all stakeholders. While evidence of Student Performance will be collected and analyzed during the evaluation process, developing and refining a definite Student Performance metric in each subject area is an ongoing process that involves the collaboration of all our stakeholders. For practical calculation purposes and the fact that the CA School Dashboard provides performance levels for all students and for student groups on the state indicators, MPS will use the state indicators as its Student Performance metric unless a different metric is identified and agreed upon. MPS will base 20 percent of end-of-year overall evaluation on Student Performance.

The following example shows how the color-coded state indicator performance levels will be converted to points on the end-of-year overall evaluation. MPS will assign the following points to each color: Red-1, Orange-2, Yellow-3, Green-4, and Blue-5. For each state indicator, the average point (out of 5) will be calculated considering the assigned points for “all students” and each student group. After average points for each state indicator for a school are determined, these average points will be weighed such that the student achievement indicators/outcomes in a broad course of study, i.e., ELA, math, English Learner Progress Indicator (ELPI) and College and Career Readiness Indicator (CCI) will have double weight as the student engagement/school climate indicators, i.e., graduation rate, chronic absenteeism, and suspension rate. Finally, the overall score will be proportioned to 20 points since Student Performance will count as 20 percent of the end-of-year overall evaluation.

Example: Based on the following Student Group Report, a school will have the following points for each state indicator.

State Indicator	Performance Points Added for “All Students” and Student Groups	Points for Each State Indicator (out of 5)	Weight of State Indicator
Chronic Absenteeism	N/A	N/A	1
Suspension Rate	5+5+5+5+5+5=30 points out of possible 30 points	30/30 = 5/5 points	1
English Learner Progress	N/A	N/A	2
Graduation Rate	5+5+5=15 points out of possible 15 points	15/15 = 5/5 points	1

College/Career	N/A	N/A	2
English Language Arts	3+2+3+1+3=12 points out of possible 25 points	12/25 = 2.4/5 points	2
Mathematics	3+3+3+3+3=15 points out of possible 25 points	15/25 = 3/5 points	2

Student Group Report

Magnolia Science Academy - Los Angeles County

Enrollment: 540 Socioeconomically Disadvantaged: 93% English Learners: 12% Foster Youth: N/A Grade Span: 6-12 Charter School: Yes

Reporting Year:

Equity Report Status and Change Report Detailed Reports **Student Group Report**

This report shows the performance levels for all students and for each student group on the state indicators. Select any of the underlined indicators for more detailed information.

State Indicators	All Students	English Learners	Foster Youth	Homeless	Socioeconomically Disadvantaged	Students with Disabilities	American Indian	Asian	African American	Filipino	Hispanic	Pacific Islander	Two or More Races	White
Chronic Absenteeism		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>			N/A	N/A			*	*	*	*		*	*	
English Learner Progress (K-12)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Graduation Rate (9-12)</u>		*	N/A	N/A		*	*	*	*	*		*	*	*
<u>College / Career Available Fall 2017. Select for Grade 11 assessment results.</u>		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>English Language Arts (3-8)</u>			N/A	N/A			*	*	*	*		*	*	*
<u>Mathematics (3-8)</u>			N/A	N/A			*	*	*	*		*	*	*

Performance Levels: Star (Highest) Green Yellow Orange Red (Lowest)

When the points for each state indicator are weighed, the school will get 5/5 points for the suspension rate, 5/5 points for the graduation rate, 4.8/10 for the ELA indicator, and 6/10 for the mathematics indicator, resulting in 20.8/30 points, corresponding to 13.87 points out of 20 points for each employee of the school on their end-of-year overall evaluation. (For Home Office employees, the same method of calculation will be used considering all schools' performance points for "all students" and each student group for each indicator.)

Attachments:

The following are attachments referenced in the MPS School Leader Evaluation Protocol.

- CPSEL Booklet
- MPS Example Indicators for CPSELS
- MPS School Leader Self-Assessment Form
- MPS School Leader Goal Setting & Progress Monitoring Form
- MPS School Leader Summative Assessment Form
- MPS School Leader Evaluation Summary Page



**California Professional Standards
for
Education Leaders (CPSEL)**

**Adopted by the Commission
February 2014**



Commission on Teacher Credentialing

State of California
Jerry Brown, Governor

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Introduction

Introduction

The academic success and well being of California’s students are outcomes that are highly connected to excellent educators – both teachers and administrators. Robert Marzano, Timothy Waters, and Brian A. McNulty made note in *School Leadership that Works: From Research to Results* that principal and teacher quality account for nearly 60% of a school’s total impact on student achievement, and principals alone for a full 25%¹. Administrators - at site, district, regional and state levels - are education leaders who are key players in ensuring that all students, including those students who have been underserved, graduate ready for advanced learning and careers. They have the potential to create an environment where teachers want to work and where teachers and students learn and thrive.

The California Professional Standards for Education Leaders (CPSEL) identify what an administrator must know and be able to do in order to move into sustainable, effective practice. They are a set of broad policy standards that are the foundation for administrator preparation, induction, development, professional learning and evaluation in California. Taken together, the CPSEL describe critical areas of leadership for administrators and offer a structure for developing and supporting education leaders throughout their careers.

History of the California Professional Standards for Education Leaders

CPSEL have been a part of the California’s education leader preparation continuum since 2001. The CPSEL were drafted through a collaboration of representatives from the California School Leadership Academy at WestEd, the Association of California School Administrators, the Commission on Teacher Credentialing (Commission), the California Department of Education (CDE), California public and private universities, and county offices of education. The CPSEL were adapted from the national Interstate School Leaders Licensure Consortium (ISLLC) Standards for School Leaders (1996) to fit the California context and emerging accountability expectations. In 2004, the CPSEL were adopted as part of the standards-based program for the Administrative Services Clear Credential which licenses a broad range of education leaders, school principals, district superintendents and directors, county and state program administrators, and administrators in nursing, special education, counseling and technology. Locally, many districts have adopted or adapted the CPSEL for administrator induction programs, professional learning structures and evaluation. Finally, in California's SB 1292 (Liu), Chapter 435, Statutes of 2012, expectations for principal evaluations are now based on the CPSEL.

¹ Marzano, R. J.; Waters, T.; & B. McNulty (2005). *School Leadership that Works: From Research to Results*. Alexandria, VA: Association for Supervision and Curriculum Development;

Still strongly supported a decade after the original CPSEL document was written, the Administrative Services Credential (ASC) Advisory Panel (2010-2011), the ASC writing panel (2011-2014), and the 2012 state Educator Excellence Task Force report, *Greatness by Design*, recognized the CPSEL as an important component of building a coherent leadership development system. However, the need for “refreshing” the CPSEL to better reflect the 21st century leader expectations, the current context for schooling, and needs of California’s widely diverse students was also identified. In October 2013, the Commission and the California CDE jointly convened a panel tasked with updating the CPSEL.

After reviewing the original CPSEL, research studies, professional literature, examples of national, state and district standards for administrators, as well as the newly adopted content and performance expectations for preliminary administrator certification, the CPSEL Update Panel drafted the updated set of CPSEL. The draft underwent review by the Commission and two public surveys soliciting comments. The refined CPSEL were approved by the Commission in February 2014.

Guiding Principles for the CPSEL

The updated CPSEL reflect current and emerging expectations for education leaders. They are built on a set of Guiding Principles, developed by the revision committee, that identify foundational beliefs supporting each CPSEL.

The CPSEL:

- Inform leadership development and performance across a career continuum
- Incorporate existing, accepted descriptions and guides for professional education leadership
- Consistently promote student attainment of performance and content expectations as well as student well being
- Acknowledge the need for ongoing dialogue, challenging assumptions and continued learning among staff and stakeholders
- Reflect the pervasive need to consider equity dilemmas, problems, and issues
- Promote action on the concepts of access, opportunity, and empowerment for all members of the school community

Organization of the CPSEL

The CPSEL are the professional standards for education leaders and broadly describe effective leadership.

The updated CPSEL are organized into three levels: standards, elements, and example indicators of practice. This format helps to describe, in increasing detail, the work of an education leader and parallels the structure of other state documents such as the *California Standards for the*

Teaching Profession (2009) and the Quality Professional Learning Standards (Torlakson, January 2014).

The standards are organized into six broad categories that represent the responsibilities of an education leader, reflecting both professional and personal practice. The updated standards maintain the basic footprint of the six major leadership areas of the original CPSEL. This continuity helps educators, policymakers and programs align and link the updated CPSEL with existing California state policies and local uses, the national ISLLC standards (2008), research, and evidence-based practices across the states. Each standard has a title that supports its identification and use:

- Development and Implementation of a Shared Vision
- Instructional Leadership
- Management and Learning Environment
- Family and Community Engagement
- Ethics and Integrity
- External Context and Policy

The elements highlight three to four main focus areas within each standard. They serve to clarify the intention of the standard and help to organize and define key areas of leader actions within the standard.

The indicators further delineate leader action. They are examples of how an education leader might demonstrate the element or standard within his or her practice. The indicators are not intended to be a comprehensive or required list of administrator behaviors, rather they are examples of practice that illustrate the intent of the standard and element. The indicators can be used and/or adapted in a variety of ways by state and local education leaders to guide and support administrator leaders from preparation through levels of increasingly accomplished practice.

Conclusion

The work of California's administrators has changed and expanded since the first edition of the California Professional Standards for Education Leaders in 2001. To reach every student and support every teacher in meeting increasingly complex outcomes demands a cadre of increasingly committed and effective administrators. Transforming our state's system for developing and supporting administrators to become excellent education leaders requires consensus about high expectations that are attainable over time with quality preparation, induction, and ongoing professional learning. The CPSEL serve as broadly supported leadership criteria that are a critical component of a coherent system of leadership development and support that ensures excellent education leaders throughout California.

California Professional Standards for Education Leaders (CPSEL) Standards, Elements, and Example Indicators

STANDARD 1: DEVELOPMENT AND IMPLEMENTATION OF A SHARED VISION

Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.

Element 1A: Student–Centered Vision

Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.

Example Indicators:

- 1A-1 Advance support for the academic, linguistic, cultural, social-emotional, behavioral, and physical development of each learner.
- 1A-2 Cultivate multiple learning opportunities and support systems that build on student assets and address student needs.
- 1A-3 Address achievement and opportunity disparities between student groups, with attention to those with special needs; cultural, racial, and linguistic differences; and disadvantaged socio-economic backgrounds.
- 1A-4 Emphasize the expectation that all students will meet content and performance standards.

Element 1B: Developing Shared Vision

Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.

Example Indicators:

- 1B-1 Embrace diverse perspectives and craft consensus about the vision and goals.
- 1B-2 Communicate the vision so the staff and school community understands it and uses it for decision-making.
- 1B-3 Build shared accountability to achieve the vision by distributing leadership roles and responsibilities among staff and community.
- 1B-4 Align the vision and goals with local, state, and federal education laws and regulations.

Element 1C: Vision Planning and Implementation

Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.

Example Indicators:

- 1C-1 Include all stakeholders in a process of continuous improvement (reflection, revision, and modification) based on the systematic review of evidence and progress.
- 1C-2 Use evidence (including, but not limited to student achievement, attendance, behavior and school climate data, research, and best practices) to shape and revise plans, programs, and activities that advance the vision.

1C-3 Marshal, equitably allocate, and efficiently use human, fiscal, and technological resources aligned with the vision of learning for all students.

STANDARD 2: INSTRUCTIONAL LEADERSHIP

Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.

Element 2A: Professional Learning Culture

Leaders promote a culture in which staff engages in individual and collective professional learning that results in their continuous improvement and high performance.

Example Indicators:

- 2A-1 Establish coherent, research-based professional learning aligned with organizational vision and goals for educator and student growth.
- 2A-2 Promote professional learning plans that focus on real situations and specific needs related to increasing the learning and well-being of all staff and students.
- 2A-3 Capitalize on the diverse experience and abilities of staff to plan, implement, and assess professional learning.
- 2A-4 Strengthen staff trust, shared responsibility, and leadership by instituting structures and processes that promote collaborative inquiry and problem solving.

Element 2B: Curriculum and Instruction

Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.

Example Indicators:

- 2B-1 Develop a shared understanding of adopted standards-based curriculum that reflects student content and performance expectations.
- 2B-2 Promote and monitor the use of state frameworks and guides that offer evidence-based instructional and support strategies to increase learning for diverse student assets and needs.
- 2B-3 Provide access to a variety of resources that are needed for the effective instruction and differentiated support of all students.
- 2B-4 Guide and monitor the alignment of curriculum, instruction, assessment, and professional practice.

Element 2C: Assessment and Accountability

Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes and student learning.

Example Indicators:

- 2C-1 Define clear purposes, goals, and working agreements for collecting and sharing information about professional practice and student outcomes.

- 2C-2 Guide staff and the community in regular disaggregation and analysis of local and state student assessment results and program data.
- 2C-3 Use information from a variety of sources to guide program and professional learning planning, implementation and revisions.
- 2C-4 Use professional expectations and standards to guide, monitor, support, and supervise to improve teaching and learning
- 2C-5 Apply a variety of tools and technology to gather feedback, organize and analyze multiple data sources, and monitor student progress directed toward improving teaching and learning.

STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT

Education leaders manage the organization to cultivate a safe and productive learning and working environment.

Element 3A: Operations and Facilities

Leaders provide and oversee a functional, safe, and clean learning environment.

Example Indicators:

- 3A-1 Systematically review the physical plant and grounds to ensure that they are safe, meet Americans with Disabilities Act (ADA) requirements, and comply with conditions that support accessibility for all students.
- 3A-2 Collaborate with the district to monitor and maintain student services (e.g., food, transportation) that contribute to student learning, health and welfare.
- 3A-3 Manage the acquisition, distribution, and maintenance of equipment, materials, and technology needed to meet the academic, linguistic, cultural, social-emotional, and physical requirements of students.
- 3A-4 Work with stakeholders and experts to plan and implement emergency and risk management procedures for individuals and the site.

Element 3B: Plans and Procedures

Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.

Example Indicators:

- 3B-1 Develop schedules and assign placements that are student-centered and maximize instructional time and staff collaboration.
- 3B-2 Manage legal and contractual agreements and storage of confidential records (both paper and electronic) to insure student security and confidentiality.
- 3B-3 Set clear working agreements that support sharing problems, practices and results within a safe and supportive environment.
- 3B-4 Engage stakeholders in using problem solving and decision-making processes and distributed leadership to develop, monitor, evaluate and revise plans and programs.

Element 3C: Climate

Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.

Example Indicators:

- 3C-1 Strengthen school climate through participation, engagement, connection, and a sense of belonging among all students and staff.
- 3C-2 Implement a positive and equitable student responsibility and behavior system with teaching, intervention and prevention strategies and protocols that are clear, fair, incremental, restorative, culturally responsive, and celebrate student and school achievement.
- 3C-3 Consistently monitor, review and respond to attendance, disciplinary, and other relevant data to improve school climate and student engagement and ensure that management practices are free from bias and equitably applied to all students.

Element 3D: Fiscal and Human Resources

Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.

Example Indicators:

- 3D-1 Provide clear rationale for decisions and distribute resources equitably to advance shared vision and goals focused on the needs of all students.
- 3D-2 Work with the district and school community to focus on both short and long-term fiscal management.
- 3D-3 Actively direct staff hiring and placement to match staff capacity with student academic and support goals.
- 3D-4 Engage staff in professional learning and formative assessments with specific feedback for continuous growth.
- 3D-5 Conduct personnel evaluations to improve teaching and learning, in keeping with district and state policies.
- 3D-6 Establish and monitor expectations for staff behavior and performance, recognizing positive results and responding to poor performance and/or inappropriate or illegal behavior directly and in a timely and systematic manner.

STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT

Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.

Element 4A: Parent and Family Engagement

Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.

Example Indicators:

- 4A-1 Establish a welcoming environment for family participation and education by recognizing and respecting diverse family goals and aspirations for students.
- 4A-2 Follow guidelines for communication and participation established in federal and state mandates, district policies, and legal agreements.
- 4A-3 Solicit input from and communicate regularly with all parents and families in ways that are accessible and understandable.
- 4A-4 Engage families with staff to establish academic programs and supports that address individual and collective student assets and needs.
- 4A-5 Facilitate a reciprocal relationship with families that encourages them to assist the school and to participate in opportunities that extend their capacity to support students.

Element 4B: Community Partnerships

Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.

Example Indicators:

- 4B-1 Incorporate information about family and community expectations and needs into decision-making and activities.
- 4B-2 Share leadership responsibility by establishing community, business, institutional and civic partnerships that invest in and support the vision and goals.
- 4B-3 Treat all stakeholder groups with fairness and respect and work to bring consensus on key issues that affect student learning and well-being.
- 4B-4 Participate in local activities that engage community members and staff in communicating school successes to the broader community.

Element 4C: Community Resources and Services

Leaders leverage and integrate community resources and services to meet the varied needs of all students.

Example Indicators:

- 4C-1 Seek out and collaborate with community programs and services that assist students who need academic, mental, linguistic, cultural, social-emotional, physical, or other support to succeed in school.
- 4C-2 Build mutually beneficial relationships with external organizations to coordinate the use of school and community facilities.
- 4C-3 Work with community emergency and welfare agencies to develop positive relationships.
- 4C-4 Secure community support to sustain existing resources and add new resources that address emerging student needs.

STANDARD 5: ETHICS AND INTEGRITY

Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.

Element 5A: Reflective Practice

Leaders act upon a personal code of ethics that requires continuous reflection and learning.

Example Indicators:

- 5A-1 Examine personal assumptions, values, and beliefs to address students' various academic, linguistic, cultural, social-emotional, physical, and economic assets and needs and promote equitable practices and access appropriate resources.
- 5A-2 Reflect on areas for improvement and take responsibility for change and growth.
- 5A-3 Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen their ability to lead.
- 5A-4 Continuously improve cultural proficiency skills and competency in curriculum, instruction, and assessment for all learners.
- 5A-5 Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities.

Element 5B: Ethical Decision-Making

Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.

Example Indicators:

- 5B-1 Consider and evaluate the potential moral and legal consequences of decisions.
- 5B-2 Review multiple measures of data and research on effective teaching and learning, leadership, management practices, equity and other pertinent areas to inform decision-making.
- 5B-3 Identify personal and institutional biases and remove barriers that derive from economic, social-emotional, racial, linguistic, cultural, physical, gender, or other sources of educational disadvantage or discrimination.
- 5B-4 Commit to making difficult decisions in service of equitable outcomes for students, staff and the school community.

Element 5C: Ethical Action

Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students.

Example Indicators:

- 5C-1 Communicate expectations and support for professional behavior that reflects ethics, integrity, justice, and equity.

- 5C-2 Use a variety of strategies to lead others in safely examining personal assumptions and respectfully challenge beliefs that negatively affect improving teaching and learning for all students.
- 5C-3 Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior.
- 5C-4 Protect the rights and appropriate confidentiality of students, staff, and families.
- 5C-5 Promote understanding and follow the legal, social, and ethical use of technology among all members of the school community.

STANDARD 6: EXTERNAL CONTEXT AND POLICY

Education leaders influence political, social, economic, legal and cultural contexts affecting education to improve education policies and practices.

Element 6A: Understanding and Communicating Policy

Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.

Example Indicators:

- 6A-1 Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.
- 6A-2 Understand and can explain the roles of school leaders, boards of education, legislators and other key stakeholders in making education policy.
- 6A-3 Welcome and facilitate conversations with the local community about how to improve learning and achievement for all students, including English Learners, and students needing additional support.
- 6A-4 Facilitate discussions with the public about federal, state and local laws, policies, regulations, and statutory requirements affecting continuous improvement of educational programs and outcomes.
- 6A-5 Work with local leaders to assess, analyze and anticipate emerging trends and initiatives and their impact on education.

Element 6B: Professional Influence

Leaders use their understanding of social, cultural, economic, legal and political contexts to shape policies that lead to all students to graduate ready for college and career.

Example Indicators:

- 6B-1 Advocate for equity and adequacy in providing for students' and families' educational, linguistic, cultural, social-emotional, legal, physical, and economic needs, so every student can meet education expectations and goals.
- 6B-2 Support public policies and administrative procedures that provide for present and future needs of all children and families and improve equity and excellence in education.
- 6B-3 Promote public policies that ensure the equitable distribution of resources and support services for all students.

Element 6C: Policy Engagement

Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.

Example Indicators:

- 6C-1 Work with the governing board, district and local leaders to influence policies that benefit students and support the improvement of teaching and learning.
- 6C-2 Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education.
- 6C-3 Collaborate with community leaders and stakeholders with specialized expertise to inform district and school planning, policies and programs that respond to cultural, economic, social and other emerging issues.

EXAMPLE INDICATORS FOR STANDARDS

Following indicators are examples of how a school leader at MPS might demonstrate the California Professional Standards for Education Leaders (CPSEL) within his or her practice. The indicators are not intended to be a comprehensive or required list of administrator behaviors, rather they are examples of practice that illustrate the intent of the standard. MPS has adapted these indicators to guide and support school leaders within their roles (principal, dean of academics, dean of students, dean of culture, and college counselor). Depending on the school leadership team structure and other site-specific factors, each MPS school leader may be assigned or expected to perform varied leadership duties and responsibilities. Therefore, the following indicator lists are not meant to be comprehensive job descriptions for each school leader, but rather guidance and support to meet the CPSEL within each role.

STANDARD 1: DEVELOPMENT AND IMPLEMENTATION OF A SHARED VISION

Standard 1. Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.

Example Indicators:

<u>Principal</u>	<u>Dean of Academics</u>	<u>Dean of Students</u>	<u>Dean of Culture</u>	<u>College Counselor</u>
<ul style="list-style-type: none"> ▪ Collaboratively develop and implement a shared vision and mission ▪ Use data to identify problems and greatest areas of need ▪ Develop shared goals and student learning outcomes ▪ Develop a plan to achieve the goals and student learning outcomes (<i>e.g., LCAP, SPSA</i>) ▪ Communicate the vision, goals and plan to the staff and school community ▪ Identify and address any 	<ul style="list-style-type: none"> ▪ Use multiple measures of data to advance support for the academic development of each learner ▪ Develop shared goals and a plan for student groups, with attention to those with special needs ▪ Address achievement and opportunity disparities between student groups ▪ Emphasize the expectation that all students will meet content and performance 	<ul style="list-style-type: none"> ▪ Use multiple measures of data to advance support for social-emotional and behavioral development of each learner ▪ Use attendance, behavior and school climate data to shape and revise plans, programs, and activities ▪ Communicate expectations and standards for student behavior to the staff and school community ▪ Monitor and evaluate 	<ul style="list-style-type: none"> ▪ Advance support for the academic, linguistic, cultural, social-emotional, behavioral, and physical development of each learner. ▪ Address achievement and opportunity disparities between student groups, with attention to those with special needs; cultural, racial, and linguistic differences; and disadvantaged socio-economic backgrounds. ▪ Communicate the vision, 	<ul style="list-style-type: none"> ▪ Emphasize the expectation that all students will go to college (<i>e.g., meet with students on a regular basis, create a college corner, etc.</i>) ▪ Communicate expectations and standards for college and career readiness to the staff and school community (<i>e.g., A-G, college acceptance, etc.</i>) ▪ Use multiple measures of data to advance support for college and career readiness of each learner (<i>ACT/SAT,</i>

<p>barriers to accomplishing the vision</p> <ul style="list-style-type: none"> ▪ Build shared responsibility to achieve the vision by distributing leadership roles and responsibilities among staff and community ▪ Include stakeholders in a process of continuous improvement ▪ Monitor and evaluate progress and revise plans, programs, and activities that advance the vision 	<p>standards</p> <ul style="list-style-type: none"> ▪ Use student achievement data to shape and revise plans, programs, and activities ▪ Monitor and evaluate progress and revise plans, programs, and activities that advance the vision (<i>e.g., provide input for LCAP in student achievement, etc.</i>) 	<p>progress and revise plans, programs, and activities that advance the vision (<i>e.g., provide input for LCAP in the area of school climate, etc.</i>)</p>	<p>goals and plan to the staff and school community</p> <ul style="list-style-type: none"> ▪ Include all stakeholders in a process of continuous improvement based on a systematic review of evidence and progress ▪ Monitor and evaluate progress and revise plans, programs, and activities that advance the vision (<i>e.g., provide input for LCAP in the area of parental involvement, etc.</i>) 	<p><i>AP, SBA, GPA, etc.</i>)</p> <ul style="list-style-type: none"> ▪ Monitor and evaluate progress and revise plans, programs, and activities that advance the college-going vision (<i>e.g., provide input for LCAP in the area of college and career readiness, etc.</i>)
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STANDARD 2: INSTRUCTIONAL LEADERSHIP

Standard 2. Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.

Example Indicators:

<u>Principal</u>	<u>Dean of Academics</u>	<u>Dean of Students</u>	<u>Dean of Culture</u>	<u>College Counselor</u>
<ul style="list-style-type: none"> ▪ Establish professional learning plans based on specific needs (<i>PD plans</i>) ▪ Capitalize on the diverse experience and abilities of staff to plan, implement, and assess professional learning ▪ Guide and monitor effective 	<ul style="list-style-type: none"> ▪ Guide and support implementation of the curriculum ▪ Monitor the use of the curriculum and instructional resources ▪ Guide and monitor effective instruction and differentiated 	<ul style="list-style-type: none"> ▪ Provide access to a variety of resources that are needed for the effective instruction and differentiated support of all students ▪ Guide and monitor effective instruction and differentiated support for all students 	<ul style="list-style-type: none"> ▪ Provide access to a variety of resources that are needed for the effective instruction and differentiated support of all students ▪ Guide and monitor effective instruction and differentiated support for all students 	<ul style="list-style-type: none"> ▪ Provide access to a variety of resources that are needed for the effective instruction and differentiated support of all students (<i>e.g., online credit recovery, etc.</i>) ▪ Guide staff and the community in regular

<p>instruction and differentiated support for all students</p> <ul style="list-style-type: none"> ▪ Conduct informal classroom observations and use evidence to provide ongoing feedback and coach individual teachers ▪ Use information from a variety of sources to guide program and professional learning, planning, implementation and revisions ▪ Use professional expectation and standards to guide, monitor, support, and supervise to improve teaching and learning ▪ Create an accountability system grounded in standards-based teaching and learning 	<p>support for all students</p> <ul style="list-style-type: none"> ▪ Conduct informal classroom observations and use evidence to provide ongoing feedback and coach individual teachers ▪ Guide and monitor assessments ▪ Prepare and coordinate testing schedules ▪ Guide staff and the community in regular disaggregation and analysis of local and state student assessment results and program data ▪ Apply a variety of tools and technology to gather feedback, organize and analyze multiple data sources, and monitor student progress directed toward improving teaching and learning ▪ Oversee teacher assessment, grading, and use of SIS ▪ Oversee academic intervention programs ▪ Coordinate planning of summer in-service training 	<ul style="list-style-type: none"> ▪ Conduct informal classroom observations and use evidence to provide ongoing feedback and coach individual teachers ▪ Guide, monitor, and support staff in development of expectations and standards for student behavior 	<ul style="list-style-type: none"> ▪ Conduct informal classroom observations and use evidence to provide ongoing feedback and coach individual teachers ▪ Guide, monitor, and support staff with Culturally Responsive Teaching (CRT) ▪ Oversee Life Skills and character education programs 	<p>disaggregation and analysis of college and career readiness and program data</p> <ul style="list-style-type: none"> ▪ Apply a variety of tools and technology to gather feedback, organize and analyze multiple data sources, and monitor student progress directed toward college and career readiness ▪ Assist with UC course submissions ▪ Oversee Advisory programs (<i>ACT/SAT prep, etc.</i>) ▪ Oversee course credits for all high school students ▪ Oversee graduation plans
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	<p>and teacher PD during the year</p> <ul style="list-style-type: none"> ▪ Prepare and oversee academic agenda for staff meetings and PLCs ▪ Coordinate UC course submissions 			
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STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT

Standard 3. Education leaders manage the organization to cultivate a safe and productive learning and working environment.

Example Indicators:

<u>Principal</u>	<u>Dean of Academics</u>	<u>Dean of Students</u>	<u>Dean of Culture</u>	<u>College Counselor</u>
<ul style="list-style-type: none"> ▪ Maintain visibility with students, parents, and staff ▪ Systematically review the school grounds for ADA compliance, safety, and cleanliness ▪ Oversee all aspects of general office coordination ▪ Monitor and maintain student services for health and welfare (food, transportation, etc.) ▪ Manage legal and contractual agreements and storage of confidential records (both paper and electronic) to 	<ul style="list-style-type: none"> ▪ Maintain visibility with students, parents, and staff ▪ Manage the acquisition, distribution, and maintenance of equipment, materials, and technology needed to meet the academic, linguistic, cultural, social-emotional, and physical requirements of students ▪ Develop master schedules and assign placements that are student-centered and maximize instructional time and staff collaboration ▪ Engage staff in professional 	<ul style="list-style-type: none"> ▪ Maintain visibility with students, parents, and staff ▪ Systematically review the school grounds for ADA compliance, safety, and cleanliness ▪ Monitor and maintain student services for health and welfare (food, transportation, etc.) ▪ Work with the stakeholders and experts to implement emergency and risk management procedures for individuals and the site ▪ Implement a positive and 	<ul style="list-style-type: none"> ▪ Maintain visibility with students, parents, and staff ▪ Strengthen school climate through participation, engagement, connection, and a sense of belonging among all students and staff ▪ Lead recognition assemblies and other schoolwide culture-building activities such as monthly celebrations/recognitions, students of the week/month, word of the week, science fair, contests, etc. ▪ Consistently monitor, review 	<ul style="list-style-type: none"> ▪ Maintain visibility with students, parents, and staff ▪ Assist with developing master schedules and assigning placements that are student-centered and maximize college and career readiness ▪ Collaborate with school leaders, teachers and other support roles (resource teachers, EL coordinator, department chairs, etc.) ▪ Support SST, 504, and other student support meetings as needed ▪ Provide input for budget

<p>insure student security and confidentiality</p> <ul style="list-style-type: none"> ▪ Ensure strategic allocation and equitable use of financial resources to meet instructional goals and support teacher needs ▪ Work with the Home Office and school community to focus on both short and long-term fiscal management ▪ Actively direct staff hiring and placement to match staff capacity with student academic support and goals ▪ Engage staff in professional learning and formative assessments with specific feedback for continuous growth ▪ Conduct personnel evaluations to improve teaching and learning, in keeping with MPS and state policies ▪ Establish and monitor expectations for staff behavior and performance, recognizing positive results and responding to poor 	<p>learning and formative assessments with specific feedback for continuous growth</p> <ul style="list-style-type: none"> ▪ Coordinate collaboration among teachers and other support roles (resource teachers, EL coordinator, department chairs, etc.) ▪ Coordinate SST, 504, and other student support meetings ▪ Arrange for substitute teachers ▪ Develop school calendar and bell schedule ▪ Provide input for budget development 	<p>equitable student responsibility and behavior system with teaching, intervention and prevention strategies and protocols that are clear, fair, incremental, restorative, culturally responsive, and celebrate student and school achievement</p> <ul style="list-style-type: none"> ▪ Consistently monitor, review and respond to attendance, disciplinary, and other relevant data to improve school climate and student engagement and ensure that management practices are free from bias and equitably applied to all students ▪ Establish schedules and procedures for the supervision of students in non-classroom areas (including before and after-school) ▪ Develop and monitor a comprehensive safety and security plan ▪ Provide input for budget development 	<p>and respond to attendance, disciplinary, and other relevant data to improve school climate and student engagement and ensure that management practices are free from bias and equitably applied to all students</p> <ul style="list-style-type: none"> ▪ Provide input for budget development 	<p>development</p>
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<p>performance and/or inappropriate or illegal behavior directly and in a timely and systematic manner</p> <ul style="list-style-type: none"> Systematically prioritize high-leverage activities for self and other staff and manage time effectively 				
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STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT

Standard 4. Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.

Example Indicators:

<u>Principal</u>	<u>Dean of Academics</u>	<u>Dean of Students</u>	<u>Dean of Culture</u>	<u>College Counselor</u>
<ul style="list-style-type: none"> Communicate information about the school on a regular and predictable basis through a variety of media Solicit input from and communicate regularly with all parents and families in ways that are accessible and understandable (LCAP, SSC, ELAC, PTF, etc.) Share leadership responsibility by establishing community, business, institutional and civic 	<ul style="list-style-type: none"> Engage families with staff to establish academic programs and supports that address individual and collective student assets and needs Coordinate and support schoolwide programs such as orientation, back to school night, assemblies, parent-teacher conferences, career fairs, guest speakers, etc. Assess progress and grade reports before they are mailed out to families 	<ul style="list-style-type: none"> Seek out and collaborate with community programs and services that assist students who need academic, mental, linguistic, cultural, social-emotional, physical, or other support to succeed in school Work with community emergency and welfare agencies to develop positive relationships Coordinate and support schoolwide programs such as orientation, back to school 	<ul style="list-style-type: none"> Communicate information about the school on a regular and predictable basis through a variety of media Establish a welcoming environment for family participation and education Coordinate and support schoolwide programs such as orientation, back to school night, assemblies, parent-teacher conferences, career fairs, guest speakers, etc. Serve as liaison to the 	<ul style="list-style-type: none"> Communicate college-related information on a regular and predictable basis through a variety of media (<i>e.g., website, college night, financial aid workshops, etc.</i>) Engage with families to establish academic programs and supports that address individual and collective student assets and needs Seek out and collaborate with colleges and community

<p>partnerships that invest in and support the vision and goals</p> <ul style="list-style-type: none"> ▪ Participate in local activities that engage community members and staff in communicating school successes to the broader community ▪ Secure community support to sustain existing resources and add new resources that address emerging student needs 		<p>night, assemblies, parent-teacher conferences, career fairs, guest speakers, etc.</p>	<p>community in raising awareness and building capacity in all stakeholders regarding educational initiatives</p> <ul style="list-style-type: none"> ▪ Solicit input from and communicate regularly with all parents and families in ways that are accessible and understandable (LCAP, SSC, ELAC, PTF, etc.) ▪ Facilitate a reciprocal relationship with families that encourages them to assist the school and to participate in opportunities that extend their capacity to support students ▪ Share leadership responsibility by establishing community, business, institutional and civic partnerships that invest in and support the vision and goals ▪ Participate in local activities that engage community members and staff in communicating school successes to the broader 	<p>programs and services that assist students who need academic, mental, linguistic, cultural, social-emotional, physical, or other support to succeed in school</p> <ul style="list-style-type: none"> ▪ Facilitate a reciprocal relationship with families that encourages them to participate in opportunities that extend their capacity to support students ▪ Secure college and community support to sustain existing resources and add new resources that address emerging student needs ▪ Cultivate relationships with alumni ▪ Coordinate all college-related field-trip planning
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			<p>community</p> <ul style="list-style-type: none"> ▪ Build mutually beneficial relationships with external organizations to coordinate the use of school and community facilities ▪ Secure community support to sustain existing resources and add new resources that address emerging student needs ▪ Coordinate all field-trip planning ▪ Schedule, attend, and oversee all home visits with parents 	
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STANDARD 5: ETHICS AND INTEGRITY

Standard 5. Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.

Example Indicators:

<u>Principal</u>	<u>Dean of Academics</u>	<u>Dean of Students</u>	<u>Dean of Culture</u>	<u>College Counselor</u>
<ul style="list-style-type: none"> ▪ Reflect on areas for improvement and take responsibility for change and growth ▪ Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen 	<ul style="list-style-type: none"> ▪ Reflect on areas for improvement and take responsibility for change and growth ▪ Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen 	<ul style="list-style-type: none"> ▪ Reflect on areas for improvement and take responsibility for change and growth ▪ Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen 	<ul style="list-style-type: none"> ▪ Reflect on areas for improvement and take responsibility for change and growth ▪ Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen 	<ul style="list-style-type: none"> ▪ Reflect on areas for improvement and take responsibility for change and growth ▪ Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen

<p>leadership ability</p> <ul style="list-style-type: none"> ▪ Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities ▪ Commit to making difficult decisions in service of equitable outcomes for students, staff, and the school community (<i>problem solving, change management, conflict management, etc.</i>) ▪ Communicate expectations and support for professional behavior that reflects ethics, integrity, justice, and equity ▪ Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior ▪ Protect the rights and appropriate confidentiality of students, staff, and families ▪ Promote understanding and follow the legal, social, and ethical use of technology among all members of the 	<p>leadership ability</p> <ul style="list-style-type: none"> ▪ Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities ▪ Commit to making difficult decisions in service of equitable outcomes for students, staff, and the school community (<i>problem solving, change management, conflict management, etc.</i>) ▪ Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior ▪ Protect the rights and appropriate confidentiality of students, staff, and families 	<p>leadership ability</p> <ul style="list-style-type: none"> ▪ Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities ▪ Commit to making difficult decisions in service of equitable outcomes for students, staff, and the school community (<i>problem solving, change management, conflict management, etc.</i>) ▪ Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior ▪ Protect the rights and appropriate confidentiality of students, staff, and families 	<p>leadership ability</p> <ul style="list-style-type: none"> ▪ Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities ▪ Commit to making difficult decisions in service of equitable outcomes for students, staff, and the school community (<i>problem solving, change management, conflict management, etc.</i>) ▪ Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior ▪ Use a variety of strategies to lead others in safely examining personal assumptions and respectfully challenge beliefs that negatively affect improving teaching and learning for all students ▪ Protect the rights and appropriate confidentiality of students, staff, and families 	<p>leadership ability</p> <ul style="list-style-type: none"> ▪ Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities ▪ Commit to making difficult decisions in service of equitable outcomes for students, staff, and the school community (<i>problem solving, change management, conflict management, etc.</i>) ▪ Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior ▪ Protect the rights and appropriate confidentiality of students, staff, and families
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school community				
STANDARD 6: EXTERNAL CONTEXT AND POLICY				
<p>Standard 6. Education leaders influence political, social, economic, legal and cultural contexts affecting education to improve education policies and practices.</p> <p>Example Indicators:</p>				
<p><u>Principal</u></p> <ul style="list-style-type: none"> ▪ Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements ▪ Interpret federal, state, and local mandates for the school community so that such mandates are viewed as an opportunity for improvement within the school ▪ Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education ▪ Promote public policies that ensure the equitable distribution of resources and 	<p><u>Dean of Academics</u></p> <ul style="list-style-type: none"> ▪ Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements ▪ Interpret federal, state, and local mandates for the school community so that such mandates are viewed as an opportunity for improvement within the school ▪ Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education ▪ Promote public policies that ensure the equitable distribution of resources and 	<p><u>Dean of Students</u></p> <ul style="list-style-type: none"> ▪ Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements ▪ Interpret federal, state, and local mandates for the school community so that such mandates are viewed as an opportunity for improvement within the school ▪ Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education ▪ Promote public policies that ensure the equitable distribution of resources and 	<p><u>Dean of Culture</u></p> <ul style="list-style-type: none"> ▪ Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements ▪ Interpret federal, state, and local mandates for the school community so that such mandates are viewed as an opportunity for improvement within the school ▪ Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education ▪ Promote public policies that ensure the equitable distribution of resources and 	<p><u>College Counselor</u></p> <ul style="list-style-type: none"> ▪ Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements ▪ Interpret federal, state, and local mandates for the school community so that such mandates are viewed as an opportunity for improvement within the school ▪ Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education ▪ Promote public policies that ensure the equitable distribution of resources and

<p>support services for all students</p> <ul style="list-style-type: none"> ▪ Work with the governing board, Home Office, community leaders and stakeholders to influence and inform policies and programs that benefit students and support the improvement of teaching and learning ▪ Attend MPS board meetings ▪ Ensure all required reports are completed timely and in high quality ▪ Communicate with the chartering authority, attend necessary meetings, and prepare school for oversight visits 	<p>support services for all students</p> <ul style="list-style-type: none"> ▪ Work with the governing board, Home Office, community leaders and stakeholders to influence and inform policies and programs that benefit students and support the improvement of teaching and learning 	<p>support services for all students</p> <ul style="list-style-type: none"> ▪ Work with the governing board, Home Office, community leaders and stakeholders to influence and inform policies and programs that benefit students and support the improvement of teaching and learning 	<p>support services for all students</p> <ul style="list-style-type: none"> ▪ Work with the governing board, Home Office, community leaders and stakeholders to influence and inform policies and programs that benefit students and support the improvement of teaching and learning 	<p>support services for all students</p> <ul style="list-style-type: none"> ▪ Work with the governing board, Home Office, community leaders and stakeholders to influence and inform policies and programs that benefit students and support the improvement of college and career readiness
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MPS SCHOOL LEADER SELF-ASSESSMENT FORM

School Leader Information:

Name: _____ School: _____
Present School Assignment: _____ Years at School: _____

Use this form for personal reflection about your professional practice to identify your strengths and areas for improvement or refinement. Evidence your strengths and highlight key areas for improvement or refinement based on your reflection of data gathered from artifacts and other sources. Indicate data source and identified data patterns or trends corresponding to your strengths and areas for improvement or refinement. This process will later help you identify data-driven, targeted professional growth goals. This tool should be used at the beginning of the year, mid-year, and toward the end of the school year.

STANDARD 1: DEVELOPMENT AND IMPLEMENTATION OF A SHARED VISION		
Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.		
ELEMENT 1A: STUDENT-CENTERED VISION	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 1B: DEVELOPING SHARED VISION	Strengths and Evidence:	Areas for Improvement or Refinement:

<p>ELEMENT 1C: VISION PLANNING AND IMPLEMENTATION</p>	<p>Strengths and Evidence:</p>	<p>Areas for Improvement or Refinement:</p>
<p>STANDARD 2: INSTRUCTIONAL LEADERSHIP</p>		
<p>Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.</p>		
<p>ELEMENT 2A: PROFESSIONAL LEARNING CULTURE</p>	<p>Strengths and Evidence:</p>	<p>Areas for Improvement or Refinement:</p>

ELEMENT 2B: CURRICULUM AND INSTRUCTION	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 2C: ASSESSMENT AND ACCOUNTABILITY	Strengths and Evidence:	Areas for Improvement or Refinement:

STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT		
Education leaders manage the organization to cultivate a safe and productive learning and working environment.		
ELEMENT 3A: OPERATIONS AND FACILITIES	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 3B: PLANS AND PROCEDURES	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 3C: CLIMATE	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 3D: FISCAL AND HUMAN RESOURCES	Strengths and Evidence:	Areas for Improvement or Refinement:

STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT		
Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.		
ELEMENT 4A: PARENT AND FAMILY ENGAGEMENT	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 4B: COMMUNITY PARTNERSHIPS	Strengths and Evidence:	Areas for Improvement or Refinement:

<p>ELEMENT 4C: COMMUNITY RESOURCES AND SERVICES</p>	<p>Strengths and Evidence:</p>	<p>Areas for Improvement or Refinement:</p>
<p>STANDARD 5: ETHICS AND INTEGRITY</p>		
<p>Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.</p>		
<p>ELEMENT 5A: REFLECTIVE PRACTICE</p>	<p>Strengths and Evidence:</p>	<p>Areas for Improvement or Refinement:</p>

<p>ELEMENT 5B: ETHICAL DECISION-MAKING</p>	<p>Strengths and Evidence:</p>	<p>Areas for Improvement or Refinement:</p>
<p>ELEMENT 5C: ETHICAL ACTION</p>	<p>Strengths and Evidence:</p>	<p>Areas for Improvement or Refinement:</p>

STANDARD 6: EXTERNAL CONTEXT AND POLICY		
Education leaders influence political, social, economic, legal and cultural contexts affecting education to improve education policies and practices.		
ELEMENT 6A: UNDERSTANDING AND COMMUNICATING POLICY	Strengths and Evidence:	Areas for Improvement or Refinement:
ELEMENT 6B: PROFESSIONAL INFLUENCE	Strengths and Evidence:	Areas for Improvement or Refinement:

ELEMENT 6C: POLICY ENGAGEMENT	Strengths and Evidence:	Areas for Improvement or Refinement:
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MPS SCHOOL LEADER GOAL SETTING & PROGRESS MONITORING FORM

School Leader Information:

Name: _____ School: _____
 Present School Assignment: _____ Years at School: _____

Use this form for setting professional growth goals and documenting progress toward accomplishment of the goals. This tool should be used at the beginning of the year (*e.g., during September*), mid-year (*e.g., during December-January*), and toward the end of the school year (*e.g., March through May*).

Beginning of the year:

The school leader will use this form for goal-setting following the self-assessment process. Based on his/her areas for improvement or refinement and data gathered from artifacts and other sources, the school leader will set two or three goals for the school year, at least one of which should be linked to an organizational goal, e.g., a goal in LCAP, SIP, WASC or other organizational plan. The goals, as well as activities to accomplish the goals, outcomes and timeline, will be reviewed by the evaluator prior to the beginning work on the goals. The evaluator may suggest additional goals as appropriate.

Mid-year:

The school leader will meet with the evaluator mid-year to discuss progress toward achieving their annual goals, and if necessary, adjustments to action plans in order to achieve goals by the end of the school year. The evaluator will determine whether the school leader is making acceptable progress toward goal attainment. Depending on accomplishment of the goals set at the beginning of the school year, the school leader may set additional goals.

Toward end-of-year:

The meeting toward the end of the school year will focus on goal attainment and completing the evaluation process. In addition, the school leader and the evaluator will discuss possible new goals for the next school year.

Legend:

- *N: Not progressing or level of progress is not acceptable*
- *P: Progress is at acceptable level*
- *A: Goal is accomplished.*

GOAL # _____		Standard: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	
Goal:		Outcomes (Measurement):	
Linked to: <input type="checkbox"/> LCAP <input type="checkbox"/> SIP <input type="checkbox"/> WASC <input type="checkbox"/> Other plan			
Key Activities/Strategies:		Timeline for measuring goal outcomes:	
Progress:		Revised Action Plan: (if applicable)	
Mid-year comments by evaluator: <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A		Year-end comments by evaluator: <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A	

School Leader's Signature: _____	Date: _____
Evaluator's Signature: _____	Date: _____

MPS SCHOOL LEADER SUMMATIVE ASSESSMENT FORM

School Leader Information:

Name: _____ School: _____

Present School Assignment: _____ Years at School: _____

The evaluator will use this form as a summative assessment of the school leader's performance on each California Professional Standard for Education Leaders (CPSEL). Observations, formal discussions of performance, and other relevant evidence have been considered in determining the ratings for the school leader.

STANDARD 1: DEVELOPMENT AND IMPLEMENTATION OF A SHARED VISION

Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

STANDARD 2: INSTRUCTIONAL LEADERSHIP

Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT

Education leaders manage the organization to cultivate a safe and productive learning and working environment.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT

Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

STANDARD 5: ETHICS AND INTEGRITY

Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

STANDARD 6: EXTERNAL CONTEXT AND POLICY

Education leaders influence political, social, economic, legal and cultural contexts affecting education to improve education policies and practices.

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Note: The school leader's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the school leader has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to the MPS School Leader Evaluation Protocol.

School Leader's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

MPS SCHOOL LEADER EVALUATION SUMMARY PAGE

School Leader Information:

Name: _____ School: _____
 Present School Assignment: _____ Years at School: _____

Ratings on California Professional Standards for Education Leaders (CPSEL)	
1: Below Standard, 2: Approaches Standard, 3: Meets Standard, 4: Exceeds Standard	
Standard	Rating: (1-4)
Standard 1	
Standard 2	
Standard 3	
Standard 4	
Standard 5	
Standard 6	
(A) Total:	

Student, Parent, and Staff Voices	
(Score: 1-5 each)	
Voices	Score: (1-5)
Student Voices	
Parent Voices	
Staff Voices	
(B) Total:	

Student Performance
Student performance score as explained in the evaluation protocol (Out of 20 points)
(C) Total:

Leader's Overall Performance (Out of 100%)
(65/24) x A + B + C =

Leader's Overall Evaluation Rating (1-4)		
<input type="checkbox"/>	Highly Effective (HE)	85% - 100%
<input type="checkbox"/>	Effective (E)	65% - 84%
<input type="checkbox"/>	Developing (D)	50% - 64%
<input type="checkbox"/>	Ineffective (I)	Less than 50%

School Leader's Signature: _____ Evaluator's Signature: _____
 Date: _____ Date: _____

Note: The school leader's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the school leader has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to the MPS School Leader Evaluation Protocol.



GENERIC EMPLOYEE EVALUATION PROTOCOL

MAGNOLIA PUBLIC SCHOOLS (MPS) GENERIC EMPLOYEE EVALUATION PROTOCOL

Introduction

The vision of Magnolia Public Schools (MPS) is that our graduates are scientific thinkers who contribute to the global community as socially responsible and educated members of society. It is MPS' mission to provide a college preparatory educational program emphasizing science, technology, engineering, arts, and math (STEAM) in a safe environment that cultivates respect for self and others. All MPS employees are expected to learn, grow, and commit to the vision and mission of MPS within their roles and responsibilities. The successful work of MPS employees can only be realized in a culture where there is learning, open and honest communication, teamwork, use of data, and accountability. The MPS evaluation process is designed to contribute to the organization's pursuit of excellence in education.

The Purposes of the Evaluation

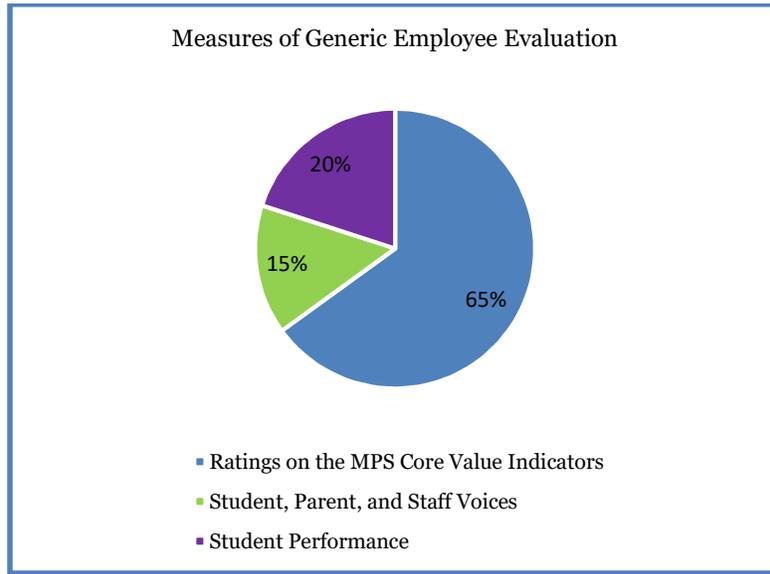
MPS firmly believes that employee quality is one of the most important variables in increasing student achievement. The evaluation process helps the employee and the evaluator(s) build on the strengths of the employee and identify those areas the employee needs improvement to become more effective and efficient at his/her job. Performance evaluation allows the evaluators and the employee to communicate openly about performance, mutually establish goals and identify actions for progress, and evaluate results which may provide a basis and documentation for transfer, promotion, reassignment, or disciplinary action.

The Evaluation Process

MPS will use multiple measures in order to make a reliable employee evaluation. These measures include (1) MPS Core Value Indicators, (2) Student, Parent, and Staff Voices, and (3) Student Performance. Using multiple measures will provide for better insight and reliability than using only one measure.

The MPS Core Value Indicators identify what skills and behaviors an employee must demonstrate in order to move into sustainable, effective practice. They are a set of broad skills and behaviors that are the foundation for success in the 21st century. The annual evaluation process involves frequent informal observations and feedback for the employee, collection of evidence to foster collaboration with the employee, and goal setting and monitoring. This process is supplemented by student, parent, and staff feedback through surveys, and student performance data. Positive learning environment is one of the greatest determinants of student achievement. Therefore, each MPS employee is expected to make an impact within his or her role and contribute to the positive learning environment at MPS. By incorporating student performance into employee evaluation, MPS wants to keep student performance at the focus of our daily work. MPS will use the following weights for each measure to determine an end-of-year overall rating.

Measure	Percentage
Employee Performance on the MPS Core Value Indicators	65%
Student, Parent, and Staff Voices	15%
Student Performance	20%



End-of-Year Overall Evaluation Rating

Evaluators will use the weights (percents) established above for each measure of employee evaluation and the final score earned by the employee on each measure to calculate an end-of-year overall performance score of the employee. As can be seen in the table below, depending on the overall performance score, the employee will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

Overall Performance	Overall Evaluation Rating	Rating Descriptor
85% - 100%	4: Highly Effective (HE)	Employee consistently demonstrates behaviors reflective of the MPS Core Values that are above and beyond stated expectations. Employees who perform at this level exceed goals and targets established for student performance and survey data indicates high levels of satisfaction. A Highly Effective rating means that the only areas for growth would be to expand on the strengths and find innovative ways to apply it to the benefit of the school(s). Specific comments (i.e., evidence, explanation) are required for rating an employee as Highly Effective. A Highly Effective rating means that performance is excellent. The employee is a top performer in all areas of MPS core value indicators, 21 st century skills, job performance, student achievement, and progress in the perception of others.
65% - 84%	3: Effective (E)	Employee demonstrates behaviors reflective of the MPS Core Values most of the time and meets goals and any targets established for student performance and survey data. The indicator of performance delivered when rating one as Effective is that performance is satisfactory and similar to that of others regarded as good performers. While there are areas remaining that require further development to be considered an excellent performer, an Effective classification is indicative of a valued employee.
50% - 64%	2: Developing (D)	Employee sometimes demonstrates behaviors reflective of the MPS Core Values and meets some of the goals and targets established for student performance and survey data. A Developing rating indicates that the employee performs well at times but requires more consistent performance overall. Employee demonstrates potential, but must focus on opportunities for improvement to elevate his/her performance on the indicators.
Less than 50%	1: Ineffective (I)	Employee rarely demonstrates behaviors reflective of the MPS Core Values and meets few goals and targets for student performance and survey data. The demonstrated performance of this employee requires intervention. A rating of Ineffective indicates that performance is unsatisfactory and the employee requires significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

Evaluation Calendar

The following table outlines the steps of the evaluation process with recommended timeline.

Timeline	Forms/Documents	Evaluation Steps
August	MPS Generic Employee Evaluation Protocol MPS Core Value Example Indicators for Generic Employee Evaluation Self-Assessment Form Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> ▪ At the beginning of the school year, the evaluators will provide the employee with the evaluation protocol, including the example indicators for generic employee evaluation, forms for self-assessment, and goal setting and progress monitoring.
September	Self-Assessment Form Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> ▪ During August/early September, every employee will complete a self-assessment to identify his/her strengths, evidence of meeting core value indicators, and areas for improvement or refinement for each area of employee evaluation. ▪ Based on his/her areas for improvement or refinement and information gathered from artifacts and other sources, the employee will meet with the evaluators and set two or three goals for the school year, at least one of which should be linked to an organizational goal, e.g., a goal in LCAP, SIP, WASC or other organizational plan.
December-January	Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> ▪ The employee will meet with the evaluator mid-year to discuss progress toward achieving their annual goals, and if necessary, adjustments to action plans in order to achieve goals by the end of the school year. The evaluator will determine whether the employee is making acceptable progress toward goal attainment. Depending on accomplishment of the goals set at the beginning of the school year, the employee may set additional goals. ▪ Evaluators may develop an improvement plan with the employees who need to elevate their performance on the evaluation areas or are not making acceptable progress toward goal attainment. The Goal Setting & Progress Monitoring Form can be used for this purpose.
March-May	Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> ▪ Every employee will meet with the evaluators to discuss progress/completion of goals. Employees will document their progress on their goals, and if necessary, make adjustments to

		action plans. In addition, the employees and the evaluators will discuss possible new goals for the next school year.
By May 1	Summative Assessment Form Evaluation Summary Page	<ul style="list-style-type: none"> ▪ For each employee, the evaluators will assign a rating on each area of evaluation on the Summative Assessment Form. ▪ Evaluators will have the final scores for student, parent, and staff survey results available. ▪ For each employee, the evaluators will enter an end-of-year overall evaluation rating into the Evaluation Summary Page. ▪ Evaluators will share the completed evaluation forms with each employee. Forms include: Evaluation Summary Page and the Summative Assessment Form.

The above timeline is recommended to the MPS evaluators to ensure timely completion of all steps of the evaluation process. Evaluators can be flexible with the timeline without compromising the fundamental design of the process.

Measures of Employee Evaluation:

(1) Employee Performance on the MPS Core Values

MPS has embraced the following core values as an organization: Excellence, Innovation, and Connection. These core values are reinforced in our education program through the Life Skills curriculum, student learning outcomes (SLOs), and all school activities:

Excellence

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

Innovation

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

Connection

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

MPS reinforces our core values not only in the education program but also in the work environment and in our employees' practices. MPS has identified what skills and behaviors an employee must demonstrate in order to move into sustainable, effective practice. We have organized these sets of broad skills and behaviors that are the foundation for success in the 21st century into ten broad areas under our core values:

Excellence

- Effectiveness
- Efficiency
- Ethics & Professionalism
- Professional Growth

Innovation

- Information Literacy & Technology Skills
- Critical Thinking & Problem Solving
- Initiative & Creativity

Connection

- Communication
- Collaboration & Collegiality
- Community & External Context

The indicators in each area delineate skills, behaviors, and employee action. They are examples of how a 21st century employee might demonstrate the MPS core values within his or her practice. The indicators are not intended to be a comprehensive or required list of employee behaviors, rather they are examples of practice that illustrate the intent of the core value and area. MPS will adapt the indicators in a variety of ways to guide and support employees from preparation through levels of increasingly accomplished practice within their roles.

The annual evaluation process at MPS involves frequent informal observations and feedback for the employee, collection of evidence to foster collaboration with the employee, and goal setting and monitoring. MPS will use an online tool to record and share notes, feedback, evidence, forms, evaluation results, and all other related documentation. The tool can be used by both the employee and the evaluator in respect to their roles. Informal observations can be conducted by the school administrators as well as MPS Home Office support team and other professionals.

The employee being evaluated will take the lead in conducting the evaluation process through the use of self-assessment, reflection and by gathering evidence for employee practice. The evaluator will collect evidence in specific areas. Collaborative use of evidence and reflection will provide a basis for self-assessment, goal-setting, professional development, and demonstration in specific areas and expectations. The evaluator and the employee will meet mid-year to discuss progress toward annual goals, and if necessary, any adjustment to action plans. The evaluator and the employee will meet toward year-end to discuss progress or completion of goals and possible new goals for the next school year.

After completion of the evaluation process, each employee will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) in each core value area. Besides rating (1) Employee Performance on the MPS Core Values, the evaluators will also score (2) Student, Parent, and Staff Voices, and (3) Student Performance. The final score and the weight for each measure will be used to calculate an end-of-year overall performance score of the employee. Depending on the overall performance score, the employee will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

Rating of Employee Performance on the MPS Core Values

The MPS Core Value indicators are organized into ten areas. The indicators are examples of practice that illustrate the intent of the core value in that area. MPS has adapted the indicators in a variety of ways to guide and support employees within their roles. (*See Attachment: MPS Core Value Example Indicators for Generic Employee Evaluation.*) These indicators provide both a rubric for employee performance and a roadmap for improvement. During informal observations the evaluator(s) will provide the employee with bite-sized, focused, constructive, and critical feedback. Employee will be provided more comprehensive feedback on the core value areas during goal-

setting and monitoring meetings. Before the completion of the evaluation process, each employee will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each the core value areas. The following table shows the ten Core Value Areas to be rated by the evaluators.

CORE VALUE: EXCELLENCE
Area 1: EFFECTIVENESS
Area 2: EFFICIENCY
Area 3: ETHICS & PROFESSIONALISM
Area 4: PROFESSIONAL GROWTH
CORE VALUE: INNOVATION
Area 5: INFORMATION LITERACY & TECHNOLOGY SKILLS
Area 6: CRITICAL THINKING & PROBLEM SOLVING
Area 7: INITIATIVE & CREATIVITY
CORE VALUE: CONNECTION
Area 8: COMMUNICATION
Area 9: COLLABORATION & COLLEGIALITY
Area 10: COMMUNITY & EXTERNAL CONTEXT

Examples of indicators for each area can be found in *Attachment: MPS Core Value Example Indicators for Generic Employee Evaluation*. Here is an example:

Area 2: EFFICIENCY

Example Indicators:

- Handles responsibilities and tasks promptly and efficiently.
- Completes assignments, reports, and analyses in a timely fashion.
- Consistently stays focused, prioritizes tasks, recognizes time constraints, estimates time to completion, and avoids distractions while meeting deadlines, using time effectively.
- Effectively manages several tasks at the same time and is able to accomplish tasks prior to prescribed deadlines.
- Uses procedures and routines which facilitate effective job performance; creatively evaluates each workflow or procedure and makes suggestions for changes based on increased efficiency.
- Prioritizes tasks well; handles non-routine situations appropriately while completing daily tasks; schedules time efficiently and completes an appropriate amount of work in the allotted time.
- Develops long and short-range plans; plans and gets organized for upcoming duties.
- Uses good judgment in use of budget, supplies, materials, and equipment.
- Keeps working space clean and well-organized; organizes materials, records, and files accurately.
- *(For employees with supervisory responsibilities)* Delegates wisely and effectively; understands the abilities of the individuals on his or her team and gives each an appropriate level of independence; establishes roles and responsibilities, clearly specifies the outcomes he or she wants to achieve, and conducts periodic meetings to track progress.

It is important to note that specific feedback to the employee in each area provides better focus for professional practice and growth. The observers and the evaluators are encouraged to pinpoint strengths and areas for improvement based on the indicators. However, rating will be provided for the core value area, not for each indicator. Indicators describe a specific feature of the core value and the employee is expected to meet or exceed the core value area indicators as a whole. There is variation among school systems and organizations in their approach to rating core value areas versus specific tasks in the employees' job descriptions. MPS actively seeks feedback from our employees and evaluators in order to implement an efficient and effective system that helps with both *measuring employees* and *supporting their growth*.

MPS will base 65 percent of employee's end-of-year overall evaluation on performance on the MPS Core Value Areas. Each employee will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each of the ten areas. Therefore, employees will earn up to 40 points on this metric. The following table describes the ratings that will be used to rate each area.

Rating	Points	Rating Descriptor
Exceeds Standard	4	Employee <u>consistently</u> demonstrates <u>all</u> indicators reflective of the area of evaluation of the MPS Core Values. Employee performance in the area of evaluation is excellent.
Meets Standard	3	Employee demonstrates a <u>majority</u> of the indicators reflective of the area of evaluation of the MPS Core Values <u>most of the time</u> . Employee performance in the area is very good. However, there are indicators remaining that require further development to be considered an excellent performer in this area.
Approaches Standard	2	Employee <u>sometimes</u> demonstrates the indicators reflective of the area of evaluation of the MPS Core Values. Employee performs well at times but requires more consistent performance overall. Employee demonstrates potential but must focus on opportunities for improvement to elevate his/her performance in this area.
Below Standard	1	Employee <u>rarely</u> demonstrates the indicators reflective of the area of evaluation of the MPS Core Values. The demonstrated performance of this employee is unsatisfactory and requires intervention and significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

(2) Student, Parent, and Staff Voices

Research into school effectiveness indicates that student, parent, and staff voices play a powerful role in helping schools and districts learn how to improve stakeholders' school experience. Surveys have been the primary means of collecting student, parent, and staff voices about our stakeholders' school experience. MPS uses an online platform to provide students, parents, and staff with groups of questions that measure their perceptions of teaching and learning, as well as their perceptions of school climate and students' own strengths and weaknesses. MPS believes that students, parents, and staff have an essential role to play in informing school climate and effectiveness: this feedback instrument provides our employees with valuable data about how students see their classes, how much parents are involved, how supported staff feel and how to facilitate improvement.

Following are sample survey questions that MPS uses to hear student, parent, and staff voices.

Student Survey Sample Questions:

Besides many other aspects of their experience with the school, students are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks students about the support they get.

How strongly do you agree or disagree with the following items?

- Adults at this school encourage me to work hard so I can be successful in college or at the job I choose.
- This school promotes academic success for all students.
- This school is a supportive and inviting place for students to learn.
- I feel close to people at this school.
- I am happy to be at this school.
- I feel like I am part of this school.
- I feel safe in my school.
- Adults at this school treat all students with respect.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other students.**

Parent Survey Sample Questions:

Besides many other aspects of their experience with the school, parents are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks parents about their experience.

How strongly do you agree or disagree with the following statements about your experience with this school this year?

- This school provides high quality instruction to my child.
- This school has high expectations for all students.
- I feel welcome to participate at this school.
- School staff treats me with respect.
- School staff takes my concerns seriously.
- School staff welcomes my suggestions.
- School staff responds to my needs in a timely manner.

- School staff is helpful.
- My child's background (race, ethnicity, religion, economic status) is valued at this school.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other parents.**

Staff Survey Sample Questions:

Besides many other aspects of their experience with the school, staff are also asked their opinions about the support they get from other adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks staff about their experience.

Please rate how strongly you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for students to learn.
- This school promotes academic success for all students.
- This school emphasizes helping students academically when they need it.
- ...

Please respond to the following questions about the adults in this school.

- How many adults at this school have close professional relationships with one another?
- How many adults at this school support and treat each other with respect?
- How many adults at this school feel a responsibility to improve this school?

For the following questions, please indicate how much you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for staff to work.
- This school promotes trust and collegiality among staff.
- This school promotes personnel participation in decision-making that affects school practices and policies.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other educators.**

Using Student, Parent, and Staff Voices as a Measure of Employee Evaluation

Student, parent, and staff surveys provide valuable feedback to the employee about stakeholders' perceptions on employees' effectiveness. MPS makes every effort to reach out to our students, parents, and staff to ensure a high response rate on the surveys. MPS has designed its surveys so that they provide individualized feedback about a variety of topics, as well as stakeholders' overall school satisfaction. MPS will use both individualized and general feedback to provide constructive critical feedback to the employees. Employees can use this feedback to improve their effectiveness.

As Core Value Area 9 states, the employee "works positively as part of the organization, follows lines of communication, and understands contribution to total effort; exercises flexibility and willingness to be helpful in making necessary compromises to accomplish a common goal" and "maintains positive relationships and works collaboratively with colleagues, teachers, students, families, and community resources to support the success of the organization." Collaboration linked to shared goals focused on student achievement lead to higher levels of adult commitment and greater gains in student achievement. MPS values collective commitment and collaboration for shared goals; therefore, MPS will use the average approval rates on the student, parent, and staff surveys as a metric in employee evaluation.

MPS will use the survey average approval rates as a metric that represents stakeholder voices. MPS will base 15 percent of employee's end-of-year overall evaluation on student, parent, and staff surveys. Student, parent, and staff voices will share equal weights of 5 percent. The following table shows how average approval rates will be converted to points on the end-of-year overall evaluation. MPS will use both status (percent for current year) and change (percent change from prior year) in determining the final points for student, parent, and staff voices.

AVERAGE APPROVAL RATE		CHANGE (FROM PRIOR YEAR)				
		Declined Significantly by 10% or more	Declined by 5% to less than 10%	Maintained Declined or improved by less than 5%	Increased by 5% to less than 10%	Increased Significantly by 10% or more
STATUS (CURRENT YEAR)	Very High 85% or greater	4	4	5	5	5
	High 70% to less than 85%	3	4	4	4	5
	Medium 60% to less than 70%	2	3	3	4	4
	Low 50% to less than 60%	2	2	2	3	3
	Very Low Less than 50%	1	1	1	2	3

Example: A school with parent average approval rate of 75% in the current year and 63% in the prior year would earn its employees 5 points for parent voice on the end-of-year overall employee evaluation. Similarly, the same school with student average approval rates of 68% in the current year and 60% in the prior year would earn its employees 4 points for student voice. If staff average approval rate increased from 80% to 83% from the prior year, it would correspond to 4 points for staff voice. A total of 13 points (out of 15) would be used as the overall score for Student, Parent, and Staff Voices. *(For Home Office employees, overall MPS average approval rates will be used.)*

Employees are encouraged to check their school's targets for student, parent, and staff average approval rates in their Local Control and Accountability Plans (LCAP).

(3) Student Performance

Student Assessments at MPS

MPS uses formative and summative assessment strategies to monitor student progress and to adjust instruction in order to maximize student achievement. The measures that are used to assess student progress include all state-mandated standardized tests such as the Smarter Balanced Summative Assessments. MPS also uses the Smarter Balanced Interim Assessments which are designed to support teaching and learning throughout the year; and the Digital Library, designed to support classroom-based formative assessment processes. MPS administers both the Interim Comprehensive Assessments (ICAs) and Interim Assessment Blocks (IABs) to assess student learning and inform instruction during the year. The Smarter Balanced Interim Assessments¹ are specifically designed to provide the following:

- Meaningful information for gauging student progress throughout the year toward mastery of the skills measured by the Summative Assessments
- Assessments of the CCSS, which can be used at strategic points during the school year.

MPS teachers also have access to publisher or third-party-provided assessments, such as McGraw Hill, Illuminate, Accelerated Reader, and MAP. MPS utilizes computer adapted MAP testing to measure student progress three times a year. Teachers also, with the help of published materials, create standards-aligned formative assignments and tests that are evaluated using rubrics.

Assessments at MPS are not tests only. MPS teachers are expected to use a variety of formative and summative assessments that are valid and reliable measures of student achievement. (*Ex: performance assessments, portfolios, etc.*) Assessments are expected to be aligned with learning objectives. (*Ex: Unit assessments are aligned with unit standards and learning objectives.*) At MPS, teachers provide students with choices of ways to demonstrate learning and students participate in the development of their learning outcomes. Teachers use summative assessment results to plan next units and redeliver instruction.

MPS teachers are expected to closely monitor all students' progress toward meeting student learning outcomes. Teachers use technology, as appropriate, to conduct data analysis and communicate assessment results and student growth to all stakeholders (*families, colleagues, administration, etc.*) Teachers review summative assessment results with students, and students are involved in self-assessment, goal-setting, and monitoring progress.

Local, State, and Federal Accountability System

MPS will closely monitor its measures on the local, state, and federal accountability and continuous improvement systems, including LCFE evaluation rubrics and the CA School Dashboard. These measures include, but are not limited to, state and local indicators, such as basic services, school climate, graduation rate, scores on the CAASPP, suspension rates, progress of English learners toward English proficiency, and college and career readiness.

State Indicators on the CA School Dashboard

The state indicators are based on data that is collected consistently across the state from LEAs through the California Longitudinal Pupil Achievement Data System (CALPADS). The state indicators are:

- Academic Indicator (reported separately for English language arts and mathematics assessments)
- English Learner Progress

¹ <http://www.cde.ca.gov/ta/tg/sa/sbacinterimassess.asp>

- Chronic Absenteeism
- Graduation Rate
- Suspension Rate
- College/Career Readiness (includes Grade 11 assessment results)

Local educational agencies and schools receive one of five color-coded performance levels on the state indicators. From highest to lowest, the five performance levels are: Blue, Green, Yellow, Orange, and Red. Performance levels are calculated based on how current performance (Status) compares to past performance (Change). This provides a more complete picture of performance than a point-in-time snapshot. More details on calculating performance for state indicators is available at: <http://www.cde.ca.gov/dashboard>. (See Attachment: *Getting to Know the California School Dashboard*.)

For each state indicator, performance levels are provided for all students and for student groups at the local education agency or school. Performance of the following student groups are considered in the state accountability system:

- English learners
- Socioeconomically disadvantaged pupils
- Foster youth
- Homeless youth
- Students with disabilities
- Racial/ethnic groups, including:
 - African-American
 - American Indian/Native Alaskan
 - Asian
 - Filipino
 - Hispanic/Latino
 - Native Hawaiian/Pacific Islander
 - Two or more races
 - White

Performance levels are reported for all students and any student group that has at least 30 students (at least 15 students for foster youth and homeless youth). Data is reported without a performance level if there are between 11 and 29 students.

Local Indicators on the CA School Dashboard

State data is not available for some priority areas identified in the Local Control Funding Formula law. For these priority areas, the State Board of Education approved the local indicators, which are based on information that local educational agencies collect locally. The local indicators for charter schools are:

- Basic Services
- Implementation of State Academic Standards
- Parent Engagement
- School Climate

Local educational agencies receive one of three ratings based on whether they have measured and reported their progress through the Dashboard using locally collected data. The ratings are: Met, Not Met, or Not Met for Two or More Years. For example, on the local indicator for Implementing State Academic Standards (Priority 2), the local

educational agency would receive a Met rating if it:

1. Annually measures its progress
2. Reports the results at a regularly scheduled meeting of the local governing board
3. Reports the results to stakeholders through the Dashboard

The Dashboard includes self-reflection tools that the State Board of Education approved as part of the new accountability system. MPS will complete those self-reflection tools, share it with the public at one of our regularly scheduled board meetings, and upload the information to be displayed through the Dashboard.

Using Student Performance as a Measure of Employee Evaluation

MPS continually strives to develop and refine its Student Performance metric for the purpose of measuring student achievement and growth at our school sites, as well as to inform employee effectiveness. As introduced above, state and local accountability indicators along with interim and summative assessments provide valuable data on student performance and progress. MPS also recognizes that a variety of assessments can and should be used to measure student progress, such as performance assessments and portfolios. As such, MPS considers using a thoughtful combination of interim and summative assessments and state and local indicators, as well as student work. MPS needs to make sure that Student Performance data used is of high quality as agreed by all stakeholders. While evidence of Student Performance will be collected and analyzed during the evaluation process, developing and refining a definite Student Performance metric in each subject area is an ongoing process that involves the collaboration of all our stakeholders. For practical calculation purposes and the fact that the CA School Dashboard provides performance levels for all students and for student groups on the state indicators, MPS will use the state indicators as its Student Performance metric unless a different metric is identified and agreed upon. MPS will base 20 percent of end-of-year overall evaluation on Student Performance.

The following example shows how the color-coded state indicator performance levels will be converted to points on the end-of-year overall evaluation. MPS will assign the following points to each color: Red-1, Orange-2, Yellow-3, Green-4, and Blue-5. For each state indicator, the average point (out of 5) will be calculated considering the assigned points for “all students” and each student group. After average points for each state indicator for a school are determined, these average points will be weighed such that the student achievement indicators/outcomes in a broad course of study, i.e., ELA, math, English Learner Progress Indicator (ELPI) and College and Career Readiness Indicator (CCI) will have double weight as the student engagement/school climate indicators, i.e., graduation rate, chronic absenteeism, and suspension rate. Finally, the overall score will be proportioned to 20 points since Student Performance will count as 20 percent of the end-of-year overall evaluation.

Example: Based on the following Student Group Report, a school will have the following points for each state indicator.

State Indicator	Performance Points Added for “All Students” and Student Groups	Points for Each State Indicator (out of 5)	Weight of State Indicator
Chronic Absenteeism	N/A	N/A	1
Suspension Rate	5+5+5+5+5+5=30 points out of possible 30 points	30/30 = 5/5 points	1
English Learner Progress	N/A	N/A	2
Graduation Rate	5+5+5=15 points out of possible 15 points	15/15 = 5/5 points	1

College/Career	N/A	N/A	2
English Language Arts	3+2+3+1+3=12 points out of possible 25 points	12/25 = 2.4/5 points	2
Mathematics	3+3+3+3+3=15 points out of possible 25 points	15/25 = 3/5 points	2

Student Group Report

Magnolia Science Academy - Los Angeles County

Enrollment: 540 Socioeconomically Disadvantaged: 93% English Learners: 12% Foster Youth: N/A Grade Span: 6-12 Charter School: Yes

Reporting Year: Spring 2017

[Equity Report](#)
 [Status and Change Report](#)
 [Detailed Reports](#)
 Student Group Report

This report shows the performance levels for all students and for each student group on the state indicators. Select any of the underlined indicators for more detailed information.

State Indicators	All Students	English Learners	Foster Youth	Homeless	Socioeconomically Disadvantaged	Students with Disabilities	American Indian	Asian	African American	Filipino	Hispanic	Pacific Islander	Two or More Races	White
Chronic Absenteeism		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>			N/A	N/A			*	*	*	*		*	*	
English Learner Progress (K-12)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Graduation Rate (9-12)</u>		*	N/A	N/A		*	*	*	*	*		*	*	*
<u>College / Career Available Fall 2017. Select for Grade 11 assessment results.</u>		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>English Language Arts (3-8)</u>			N/A	N/A			*	*	*	*		*	*	*
<u>Mathematics (3-8)</u>			N/A	N/A			*	*	*	*		*	*	*

Performance Levels: Star (Highest) Green Yellow Orange Red (Lowest)

When the points for each state indicator are weighed, the school will get 5/5 points for the suspension rate, 5/5 points for the graduation rate, 4.8/10 for the ELA indicator, and 6/10 for the mathematics indicator, resulting in 20.8/30 points, corresponding to 13.87 points out of 20 points for each employee of the school on their end-of-year overall evaluation. (For Home Office employees, the same method of calculation will be used considering all schools' performance points for "all students" and each student group for each indicator.)

Attachments:

The following are attachments referenced in the MPS Generic Employee Evaluation Protocol.

- MPS Core Value Example Indicators for Generic Employee Evaluation
- Getting to Know the California School Dashboard
- MPS Generic Employee Self-Assessment Form
- MPS Generic Employee Goal Setting & Progress Monitoring Form
- MPS Generic Employee Summative Assessment Form
- MPS Generic Employee Evaluation Summary Page

CORE VALUE EXAMPLE INDICATORS FOR AREAS OF EMPLOYEE EVALUATION

Following indicators are examples of how an employee at MPS might demonstrate the MPS core values (Excellence, Innovation, and Connection) within his or her practice. The indicators are not intended to be a comprehensive or required list of employee behaviors, rather they are examples of practice that illustrate the intent of the core value. MPS has adapted these indicators to guide and support our employees within their roles. Depending on the organizational structure and other site-specific factors, each MPS employee may be assigned or expected to perform varied duties and responsibilities. Therefore, the following indicator lists are not meant to be comprehensive job descriptions for each employee, but rather guidance and support to demonstrate the MPS core values within each role.

CORE VALUE: EXCELLENCE
<p>Area 1: EFFECTIVENESS</p>
<p><i>Example Indicators:</i></p> <ul style="list-style-type: none"> ▪ Thoroughly understands the duties and responsibilities of the job and fulfills the expectations established for job duties. ▪ Demonstrates appropriate skills in specific job duties. ▪ Demonstrates a thorough and in-depth knowledge of job content. ▪ Understands the theory, standards, ethics, guidelines, trends, and best practices in use relating to job duties. ▪ Commits to high standards; sets high expectations and goals for performance. ▪ Is very effective at establishing overall goals and then determining the steps to reach those goals. ▪ Keeps up to date with departmental/organizational objectives. ▪ Shows commitment to excellence and pays close attention to detail. ▪ Demonstrates reliable consistency in the performance of assigned duties. ▪ Consistently produces high-quality work. ▪ <i>(For employees with supervisory responsibilities)</i> Develops and implements a shared mission and vision (for the department/organization), sets specific measurable goals with outcomes and detailed strategies, develops a detailed project plan, and meets goals.
<p>Area 2: EFFICIENCY</p>
<p><i>Example Indicators:</i></p> <ul style="list-style-type: none"> ▪ Handles responsibilities and tasks promptly and efficiently. ▪ Completes assignments, reports, and analyses in a timely fashion. ▪ Consistently stays focused, prioritizes tasks, recognizes time constraints, estimates time to completion, and avoids distractions while meeting deadlines, using time effectively. ▪ Effectively manages several tasks at the same time and is able to accomplish tasks prior to prescribed deadlines. ▪ Uses procedures and routines which facilitate effective job performance; creatively evaluates each workflow or procedure and makes suggestions for changes based on increased efficiency.

- Prioritizes tasks well; handles non-routine situations appropriately while completing daily tasks; schedules time efficiently and completes an appropriate amount of work in the allotted time.
- Develops long and short-range plans; plans and gets organized for upcoming duties.
- Uses good judgment in use of budget, supplies, materials, and equipment.
- Keeps working space clean and well-organized; organizes materials, records, and files accurately.
- *(For employees with supervisory responsibilities)* Delegates wisely and effectively; understands the abilities of the individuals on his or her team and gives each an appropriate level of independence; establishes roles and responsibilities, clearly specifies the outcomes he or she wants to achieve, and conducts periodic meetings to track progress.

Area 3: ETHICS & PROFESSIONALISM

Example Indicators:

- Consistently applies ethics to all aspects of work. Demonstrates professional ethics and models professional behaviors. Has a positive outlook and creates a positive work environment for all involved while working on projects.
- Understands and enacts professional roles and responsibilities and complies with all laws concerning professional responsibilities, professional conduct, and moral fitness, including the responsible use of social media and other digital platforms and tools.
- Adheres to school and organization policies and procedures.
- Consistently models high standards of honesty, integrity, trust, and respect for the individual.
- Is consistently punctual for work and work-related activities.
- Complies with standards and understands importance of appropriate attire and grooming in representing the position with the organization to internal and external stakeholders.
- Works diligently toward challenging long-term goals, sustaining commitment when confronted with setbacks and adversity.
- Does not allow personal problems to effect work efficiency in a negative way.
- Eagerly accepts accountability for both negative and positive outcomes of his or her own actions.
- Approaches his or her work with energy and enthusiasm; is willing to take on additional work.

Area 4: PROFESSIONAL GROWTH

Example Indicators:

- Demonstrates a commitment to the continuing development of job skills and competencies.
- Keeps up-to-date on new developments in his or her field by reading extensively; attending seminars, and maintaining contacts with colleagues; is well-respected by peers and adds value to the organization by applying his or her extensive knowledge.
- Routinely reflects on his or her own practice/performance, identifies ways for improvement, and uses specific suggestions to improve level of service and/or performance.
- Has a growth mindset; knows professional strengths, as well as areas for growth.
- Seeks mentorship for areas of need or interest and mentors other colleagues and shares ideas and strategies.
- Establishes professional goals and engages in continuous and purposeful professional growth and development.

- Interested in acquiring new skills and understanding through professional growth as a result of workshops, professional organizations, courses, and personal research.
- Attends training and integrates new ideas and procedures into daily routine.
- Is creative and resourceful; has a strong desire to learn and implement constructive changes.
- Actively contributes to the professional development of other team members; takes the time to help and willingly shares his or her knowledge and expertise with them.

CORE VALUE: INNOVATION

Area 5: INFORMATION LITERACY & TECHNOLOGY SKILLS

Example Indicators:

- Understands and utilizes the most appropriate technology tools; maintains up-to-date knowledge about hardware, software, and other materials.
- Effectively and consistently applies the use and understanding of technology as a tool for learning and communicating the learning.
- Uses digital technologies, communication/networking tools and social networks appropriately to access, manage, integrate, evaluate and create information to successfully function in a knowledge economy.
- Effectively creates messages using media, such as video, visual aids, etc., to communicate for multiple purposes.
- Applies a fundamental understanding of the ethical/legal issues surrounding the access and use of information technologies.
- Selects information based on reliability of resource in order to access information efficiently and effectively; thoroughly evaluates the reliability of the source and the information researched, using internal and external validation.
- Demonstrates accurate and appropriate interpretation of data and information.
- Uses information accurately and creatively for the issue or problem at hand.

Area 6: CRITICAL THINKING & PROBLEM SOLVING

Example Indicators:

- Reasons effectively; uses various types of reasoning as appropriate to the situation; uses good judgment and common sense in making decisions.
- Uses systems thinking; analyzes how parts of a whole interact with each other to produce overall outcomes in complex systems.
- Effectively analyzes and evaluates evidence, arguments, claims and beliefs; effectively analyzes and evaluates situations and alternative points of view.
- Recognizes problems and develops alternative solutions; evaluates alternative courses of action and makes a logical decision.
- Effectively solves different kinds of non-familiar problems in both conventional and innovative ways.
- Effectively identifies and asks significant questions that clarify various points of view and lead to better solutions.
- Works effectively in a climate of ambiguity and changing priorities in a variety of conditions; anticipates events and responds appropriately.

- Is an extremely effective decision-maker under time pressure with limited information; is able to take a broad perspective when making decisions; is able to look at the big picture and understand how issues and problems interrelate.
- Reflects critically on learning experiences and processes.

Area 7: INITIATIVE & CREATIVITY

Example Indicators:

- Can work independently; monitors, defines, prioritizes, and completes tasks without direct oversight in a variety of conditions.
- Is a self-starter (rather than passive) in influencing events and achieving job goals; sets high performance goals and originates action rather than just responding to the action of others.
- Takes action beyond explicit job responsibilities.
- Displays flexibility and adaptability to changing circumstances, policies, and procedures.
- Demonstrates willingness to learn new tasks and procedures and to incorporate new ideas or methods.
- Is energized by challenges; seeks new challenges.
- Uses a wide range of idea creation techniques (brainstorming, etc.); generates innovative ideas, approaches, and solutions; consistently develops new and valuable ideas using both existing and new knowledge, as well as existing and new resources.
- Demonstrates originality and inventiveness in work and understands the real world limits to adopting new ideas in a variety of situations.
- Views failure as an opportunity to learn; understands that creativity and innovation is a long-term, cyclical process of small successes and frequent mistakes.
- Acts on creative ideas to make a tangible and useful contribution to the field in which the innovation will occur; continuously applies creative ideas to make a real and useful contribution to one's work.

CORE VALUE: CONNECTION

Area 8: COMMUNICATION

Example Indicators:

- Provides leadership within the larger organization to ensure the job is well understood and valued.
- Demonstrates effective verbal and written communication skills as well as excellent listening skills.
- Articulates thoughts and ideas effectively using oral, written and nonverbal communication skills in a variety of forms and contexts.
- Demonstrates an understanding of when it is appropriate to speak and when it is appropriate to listen while engaged in conversations/discussions in a variety of settings.
- Listens effectively to decipher meaning, including knowledge, values, attitudes, and intentions.
- Communicates effectively in diverse environments (including multi-lingual) using both verbal and nonverbal communication.
- Utilizes multiple media and technologies, and knows how to judge their effectiveness as well as assess their impact.

- Is sensitive to time-constraints of others; responds to requests (calls, emails, etc., from parents, office, administration, etc.) in a professional and timely manner; and makes oneself available for meetings and help.
- Is excellent at keeping others informed; makes sure to provide relevant information to the appropriate people in a timely fashion.
- Communicates concerns and issues to the party involved in a timely and respectful fashion; while communicating respects and maintains the confidentiality of all individuals within the organization.

Area 9: COLLABORATION & COLLEGIALITY

Example Indicators:

- Collaborates and cooperates effectively with teams; consistently listens to others and their ideas, helping them to develop their ideas while giving them full credit; helps the team reach its full potential.
- Participates actively; consistently provides useful ideas when participating in the team and is reliable, and always on time.
- Responds open-mindedly to different ideas and values; appreciates different ideas and seeks out diverse opinions while developing a common understanding.
- Works positively as part of the organization, follows lines of communication, and understands contribution to total effort; exercises flexibility and willingness to be helpful in making necessary compromises to accomplish a common goal.
- Assumes shared responsibility for collaborative work and values the individual contributions made by each team member; consistently encourages and motivates others to use their strengths to contribute to and achieve a common goal.
- Maintains positive relationships and works collaboratively with colleagues, teachers, students, families, and community resources to support the success of the organization.
- Always respects, interacts, and works positively with individuals from other social and cultural groups and seeks opportunities to learn from diverse perspectives.
- Understands, negotiates and balances diverse views and beliefs to reach workable solutions, particularly in multi-cultural environments in a variety of conditions.
- Demonstrates a high level of cultural and social understanding and respect for the uniqueness of others. Encourages discussions to develop new ideas through active listening and offers opinions for increasing innovation and quality of work.
- Respects and appreciates team diversity; consistently listens to others. All statements, responses and body language, are respectful and appropriate. Always listens to, shares with, and supports the efforts of others.

Area 10: COMMUNITY & EXTERNAL CONTEXT

Example Indicators:

- Builds mutually beneficial relationships with external organizations.
- Shares leadership responsibility by establishing community, business, institutional and civic partnerships that invest in and support the vision and goals.
- Facilitates a reciprocal relationship with the stakeholders that encourages them to assist the school/organization and to participate in opportunities that extend their capacity to support the school/organization.

- Participates in local activities that engage community members and staff in communicating school/organization successes to the broader community.
- Secures community support to sustain existing resources and add new resources that address emerging school/organization needs.
- Actively develops relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education.
- Promotes public policies that ensure the equitable distribution of resources and support services for all students.
- Works with the governing board, Home Office, community leaders and stakeholders to influence and inform policies and programs that benefit students and support the improvement of teaching and learning.
- Attends MPS board meetings.
- Works with the chartering authority, attends necessary meetings, and prepares school for oversight visits.

Getting to Know the California School Dashboard



The California School Dashboard (www.caschooldashboard.org) is an online tool designed to help communities across the state access important information about K-12 districts and schools. The Dashboard features easy-to-read reports on multiple measures of school success. The Dashboard is just one step in a series of major shifts in public education, changes that have raised the bar for student learning, transformed testing, and increased the focus on equity.

10 Indicators of School Success

State Indicators

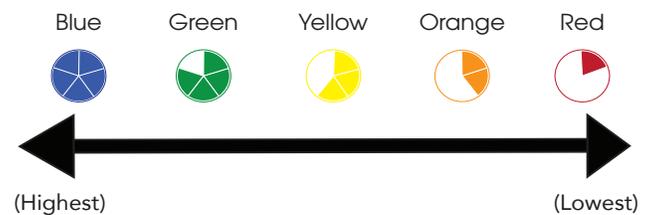
- **SIX** indicators allow for comparisons across schools and districts.

- ★ High School Graduation Rate
- ★ Academic Performance
- ★ Suspension Rate
- ★ English Learner Progress
- ★ Preparation for College/Career
- ★ Chronic Absenteeism

- Based on information collected statewide.

- Results for all districts, all schools, and all defined student groups (e.g., ethnic groups, low income, English learners) with more than 30 students.

- Schools and districts receive **one of five color-coded performance levels** on each of the six state indicators.



- The color and amount that the circle is filled are two ways of showing the performance level. For example, Green will always have four segments filled and Red will always have one segment filled.

- The overall performance level is based on how current performance (status) compares to past performance (change).

Local Indicators

- **FOUR** indicators based on information collected by school districts, county offices of education and charter schools.

- ★ Basic Conditions
 - Teacher qualifications
 - Safe and clean buildings
 - Textbooks for all students
- ★ Implementation of Academic Standards
- ★ School Climate Surveys
- ★ Parent Involvement and Engagement

- Districts receive **one of three performance levels** on the four local indicators based on whether they have collected and reported local data.

- Met
- Not met
- Not met for two or more years

- School and student group information is not available for local indicators.

The California School Dashboard provides four different reports that allow custom views of school success. Users can also look at performance of all student groups on a single indicator by clicking on that indicator. Clicking on a single student group shows the performance of that student group across all six state indicators.

4 Reports Provide Custom Views of School Success

Equity Report

Status/Change Report

Detailed Reports

Student Group Report

Equity Report

- Shows:
 - The performance of all students on the state indicators
 - The total number of student groups for each state indicator
 - The number of student groups in the Red/Orange performance levels
 - Performance on local measures (school district level only)
- Allows selection of information by indicator

State Indicators	All Students Performance	Total Student Groups	Student Groups in Red/Orange
Chronic Absenteeism	N/A	N/A	N/A
Suspension Rate (K-12)		9	2
English Learner Progress (K-12)		1	0
Graduation Rate (9-12)		6	4
College/Career <small>Available Fall 2017. Select for Grade 11 assessment results.</small>		N/A	N/A
English Language Arts (3-8)		8	0
Mathematics (3-8)		8	1
Local Indicators	Ratings		
Basics (Teachers, Instructional Materials, Facilities)	Met		
Implementation of Academic Standards	Not Met		
Parent Engagement	Not Met for Two or More Years		
Local Climate Survey	Met		

State Indicators	All Students Performance	Status	Change
Chronic Absenteeism	N/A	N/A	N/A
Suspension Rate (K-12)		Low 2.2%	Increased +0.3%
English Learner Progress (K-12)		Very High 90.2%	Increased +2.7%
Graduation Rate (9-12)		High 93.1%	Declined -1.5%
College/Career <small>Available Fall 2017. Select for Grade 11 assessment results.</small>		N/A	N/A
English Language Arts (3-8)		Very High 49 points below level 3	Maintained +6.2 points
Mathematics (3-8)		High 31 points above level 3	Increased +6.5 points

Status/Change Report

- Shows for each state indicator:
 - All student performance
 - Status (Current Performance)
 - Change (Difference from Past Performance)

Detailed Reports

- Shows information about performance over time on state indicators
- Shows the locally collected performance information on the local indicators
- Organized into three categories:
 - Academic Performance
 - School Conditions and Climate
 - Academic Engagement

Student Group Report

- Shows the performance of all students and each student group on the state indicators
- Allows selection of student groups by performance level
 - Blue/Green (i.e., meeting standards)
 - Yellow
 - Red/Orange

MPS GENERIC EMPLOYEE SELF-ASSESSMENT FORM

Employee Information:

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

Use this form for personal reflection about your professional practice to identify your strengths and areas for improvement or refinement. Evidence your strengths and highlight key areas for improvement or refinement based on your reflection of data gathered from artifacts and other sources. Indicate data source and identified data patterns or trends corresponding to your strengths and areas for improvement or refinement. This process will later help you identify data-driven, targeted professional growth goals. This tool should be used at the beginning of the year, mid-year, and toward the end of the school year.

CORE VALUE: EXCELLENCE		
Area 1: EFFECTIVENESS	Strengths and Evidence:	Areas for Improvement or Refinement:
Area 2: EFFICIENCY	Strengths and Evidence:	Areas for Improvement or Refinement:

Area 3: ETHICS & PROFESSIONALISM	Strengths and Evidence:	Areas for Improvement or Refinement:
Area 4: PROFESSIONAL GROWTH	Strengths and Evidence:	Areas for Improvement or Refinement:

CORE VALUE: INNOVATION		
Area 5: INFORMATION LITERACY & TECHNOLOGY SKILLS	Strengths and Evidence:	Areas for Improvement or Refinement:
Area 6: CRITICAL THINKING & PROBLEM SOLVING	Strengths and Evidence:	Areas for Improvement or Refinement:

Area 7: INITIATIVE & CREATIVITY	Strengths and Evidence:	Areas for Improvement or Refinement:
CORE VALUE: CONNECTION		
Area 8: COMMUNICATION	Strengths and Evidence:	Areas for Improvement or Refinement:

Area 9: COLLABORATION & COLLEGIALITY	Strengths and Evidence:	Areas for Improvement or Refinement:
Area 10: COMMUNITY & EXTERNAL CONTEXT	Strengths and Evidence:	Areas for Improvement or Refinement:

MPS GENERIC EMPLOYEE GOAL SETTING & PROGRESS MONITORING FORM

Employee Information:

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

Use this form for setting professional growth goals and documenting progress toward accomplishment of the goals. This tool should be used at the beginning of the year (*e.g., during August-September*), mid-year (*e.g., during December-January*), and toward the end of the school year (*e.g., March through May*).

Beginning of the year:

The employee will use this form for goal-setting following the self-assessment process. Based on his/her areas for improvement or refinement and data gathered from artifacts and other sources, the employee will set two or three goals for the school year, at least one of which should be linked to an organizational goal, e.g., a goal in LCAP, SIP, WASC or other organizational plan. The goals, as well as activities to accomplish the goals, outcomes and timeline, will be reviewed by the evaluator prior to the beginning work on the goals. The evaluator may suggest additional goals as appropriate.

Mid-year:

The employee will meet with the evaluator mid-year to discuss progress toward achieving their annual goals, and if necessary, adjustments to action plans in order to achieve goals by the end of the school year. The evaluator will determine whether the employee is making acceptable progress toward goal attainment. Depending on accomplishment of the goals set at the beginning of the school year, the employee may set additional goals.

Toward end-of-year:

The meeting toward the end of the school year will focus on goal attainment and completing the evaluation process. In addition, the employee and the evaluator will discuss possible new goals for the next school year.

Legend:

- *N: Not progressing or level of progress is not acceptable*
- *P: Progress is at acceptable level*
- *A: Goal is accomplished.*

GOAL # _____		Area: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10	
Goal:		Outcomes (Measurement):	
Linked to: <input type="checkbox"/> LCAP <input type="checkbox"/> SIP <input type="checkbox"/> WASC <input type="checkbox"/> Other plan			
Key Activities/Strategies:		Timeline for measuring goal outcomes:	
Progress:		Revised Action Plan: (if applicable)	
Mid-year comments by evaluator: <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A		Year-end comments by evaluator: <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A	

Employee's Signature: _____	Date: _____
Evaluator's Signature: _____	Date: _____

MPS GENERIC EMPLOYEE SUMMATIVE ASSESSMENT FORM

Employee Information:

Name: _____ School: _____

Present School Assignment: _____ Years at School: _____

The evaluator will use this form as a summative assessment of the employee's performance in each area of evaluation. Observations, formal discussions of performance, and other relevant evidence have been considered in determining the ratings for the employee.

CORE VALUE: EXCELLENCE**Area 1: EFFECTIVENESS**Rating: 4 3 2 1**Evaluator Comments / Recommended Actions for Improvement or Refinement:****Area 2: EFFICIENCY**Rating: 4 3 2 1**Evaluator Comments / Recommended Actions for Improvement or Refinement:**

Area 3: ETHICS & PROFESSIONALISM

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Area 4: PROFESSIONAL GROWTH

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

CORE VALUE: INNOVATION

Area 5: INFORMATION LITERACY & TECHNOLOGY SKILLS

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Area 6: CRITICAL THINKING & PROBLEM SOLVING

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Area 7: INITIATIVE & CREATIVITY

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

CORE VALUE: CONNECTION

Area 8: COMMUNICATION

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Area 9: COLLABORATION & COLLEGIALITY

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Area 10: COMMUNITY & EXTERNAL CONTEXT

Rating: 4 3 2 1

Evaluator Comments / Recommended Actions for Improvement or Refinement:

Note: The employee's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the employee has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to MPS employee evaluation policies.

Employee's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

MPS GENERIC EMPLOYEE EVALUATION SUMMARY PAGE

Employee Information:

Name: _____ School: _____
 Present School Assignment: _____ Years at School: _____

Ratings of Employee Performance on the MPS Core Value Areas		
1: Below Standard, 2: Approaches Standard, 3: Meets Standard, 4: Exceeds Standard		
Area	Rating: (1-4)	
EXCELLENCE	1. Effectiveness	
	2. Efficiency	
	3. Ethics & Professionalism	
	4. Professional Growth	
INNOVATION	5. Information Literacy & Technology Skills	
	6. Critical Thinking & Problem Solving	
	7. Initiative & Creativity	
CONNECTION	8. Communication	
	9. Collaboration & Collegiality	
	10. Community & External Context	
(A) Total:		

Student, Parent, and Staff Voices		
(Score: 1-5 each)		
Voices	Score: (1-5)	
Student Voices		
Parent Voices		
Staff Voices		
(B) Total:		

Student Performance		
Student performance score as explained in the evaluation protocol (Out of 20 points)		
(C) Total:		

Employee's Overall Performance (Out of 100%)
$(65/40) \times A + B + C =$ _____

Employee's Overall Evaluation Rating (1-4)		
<input type="checkbox"/>	Highly Effective (HE)	85% - 100%
<input type="checkbox"/>	Effective (E)	65% - 84%
<input type="checkbox"/>	Developing (D)	50% - 64%
<input type="checkbox"/>	Ineffective (I)	Less than 50%

Employee's Signature: _____ Evaluator's Signature: _____
 Date: _____ Date: _____

Note: Employee's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the employee has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to the MPS Generic Employee Evaluation Protocol.

Cover Sheet

Approval of Certification of Signatures Form for Charter School Funds Distribution Authorization

Section: II. Consent Items
Item: D. Approval of Certification of Signatures Form for Charter
School Funds Distribution Authorization
Purpose: Vote
Submitted by:
Related Material: II D Amended Certification of Signatures.pdf



Board Agenda Item #	Agenda # II D
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent
RE:	Certification of Signatures

Proposed Board Recommendation

I move that the board approve the amended Certification of Signatures Form for Charter School Funds Distribution Authorization, signatures will be valid through June 30, 2018.

Background

In accordance with Education Codes 35143, 42632, and 42633, the Certification of Signatures form is required to formalize the personnel authorized to sign orders for salary or commercial payments, notices of employment, and contracts.

Changes Made:

- 1- Addition of two new board members
- 2- Changes in Board Officers
- 3- Removal of Resigned Board Member
- 4- Removal of C Level Staff that is no longer in Office

Budget Implications

None.

Name of Staff Originator:

Caprice Young, Ed.D., CEO & Superintendent

Attachments

Certification of Signatures Form

Magnolia Educational and Research Foundation

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: October 12, 2017 to June 30, 2018

In accordance with governing board approval dated October 12, 20 17.

Signature _____
Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME Saken Sherkhanov
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME Umit Yapanel, Ph.D.
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME Sandra Covarrubias
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Nguyen Huynh
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Haim Beliak
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Remzi Oten, Ph.D.
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Diane R. Gonzalez
Member of the Board of Trustees/Education

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Caprice Young, Ed.D.
TITLE CEO & Superintendent
SIGNATURE
TYPED NAME Nanie Montijo
TITLE Chief Financial Officer
SIGNATURE
TYPED NAME Suat Acar
TITLE Chief Operations Officer
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
One Signature	One Signature
NOTICES OF EMPLOYMENT	CONTRACTS
One Signature	One Signature

Magnolia Educational and Research Foundation

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: June 1, 2017 to June 30, 2018

In accordance with governing board approval dated June 1, 2018.

Signature _____
Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Serdar Orazov
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Salih Dikbas
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Charlotte Brimmer
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME
TITLE
SIGNATURE
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SIGNATURE
TYPED NAME
TITLE

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
One Signature	One Signature
NOTICES OF EMPLOYMENT	CONTRACTS
One Signature	One Signature

Cover Sheet

Approval of Ratification of the Facility Use Agreement Between MCN and MSA-SD

Section: II. Consent Items
Item: E. Approval of Ratification of the Facility Use Agreement
Between MCN and MSA-SD
Purpose: Vote
Submitted by:
Related Material: II E Ratification of Facility Use Agreement for MSA SD.pdf

THIS ITEM WAS APPROVED BY
THE FACILITY COMMITTEE



Board Agenda Item #	Agenda II E - Consent Item
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Erdinc Acar, Regional Director
RE:	Ratification of the facility use agreement between MCN and MSA-SD

Proposed Board Recommendation

I move that the board authorizes the CEO and Superintendent of MPS, to negotiate and sign the contract extension regarding the facility use agreement between Mission Church of Nazarene (MCN) and MSA-SD through October 31, 2017.

Background

Magnolia Science Academy San Diego has been constructing its permanent site at the 6525 Estrella Ave at a land leased through SDUSD. Delays in the construction necessitate the school to start at a temporary site at Mission Church of Nazarene. The initial facility rental agreement with MCN is on a weekly basis for approximately two weeks. Expected delays in the construction will increase the contract lease amount over \$25,000 requiring board approval for the revised contract.

Based on General Contractor's recent update, the school is expected to move to the new site before October 30, 2017. Extension of the lease agreement between MSA-SD and MCN is needed for continued operations of the school.

Budget Implications

Weekly lease amount is estimated at \$8,595.

Funding Source: General Funds

Not included in the 2017-18 Adopted Budget

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

No perceived effects on other MSAs.

Name of Staff Originator:

Erdinc Acar, Regional Director

Attachments (2)

1. MCN Building/Facility Lease Agreement
2. MCN Facility Facility Rental Fee Schedule

BUILDING/FACILITY USE AGREEMENT

Contract Issued Date:

Event Title/Purpose: Magnolia Science Academy Charter School

Event Dates and Times: September 30 through Oct 30 2017

Special Equipment Needs: Tables, Chairs as discussed

Special Personnel Needs: Non except janitorial

Renter Name: Gokhan Serce, Principal

Address: 6525 Estrella Ave, San Diego California

Contact: Gokhan Serce, Principal

Phone: (619) 644-1300

Fax: (619) 327-2764

E-mail: gserce@magnoliapublicschools.org

Terms and Conditions

It is agreed between Mission Church of the Nazarene, hereinafter "MCN" and Magnolia Science Academy-SD hereinafter "MSA" and referred to as RENTER, that MCN shall allow MSA access and the use of the FACILITY as conditioned and described below, subject to all the policies and conditions of MCN.

Renter and MCN agree as follows:

1. RENT. By signing this agreement, Renter agrees to pay a fee of \$ per attached fee schedule and agrees to pay, upon receipt of final billing, for all services provided including services requested after signing this agreement. Checks will be made payable to Mission Church of the Nazarene.
2. Renter agrees to be responsible for any damage done to any MCN facilities and/or equipment by Renter and/or any of Renter's guests, including, but not limited to, event participants, employees, or independent contractors, during the course of Renter's event.
3. MCN does not guarantee the safety of any items left on the premises by the Renter and/or guests prior to, during, or following Renter's function.
4. Renter agrees to return facilities and equipment to original condition at the end of the day. Failure to do so will result in an additional fee of \$25.00 per room per day. This fee will be waived upon mutual agreement of schedule when Renter is returning to use the FACILITY the next day.
5. Renter shall carry liability insurance in an amount of not less than \$3,000,000 and shall name MCN as additional insured. Renter shall provide MCN with a Certificate of Insurance. Renter shall indemnify, defend, and hold MCN harmless from and against any and all damages, claims, judgments, and costs (including attorney fees) arising from:
 - a. Renter's use of MCN facilities and/or equipment.
 - b. Renter's activities while using MCN facilities and/or equipment.
 - c. Anything done, permitted or suffered by Renter and/or Renter's guests.
 - d. Renter's failure to perform any part of this agreement.
 - e. Any other reason caused by Renter.
6. Renter understands that alcoholic beverages and illegal drugs are prohibited on MCN property and that smoking is not permitted inside any buildings. Renter agrees to monitor the activities of Renter's guests to insure that there is no violation of this policy.

- 7. Renter represents that no conduct or activity in MCN’s FACILITY will be disruptive or violate any ordinance or law, or impact the operation of the Preschool located on the property.
- 8. MCN reserves the right to assign equivalent alternative space for Renter’s function in the event that the facility originally designated for such function shall become unavailable. In the unlikely event that equivalent alternative space is not acceptable to Renter, Renter may renegotiate a new rate or cancel this agreement.
- 9. The undersigned understands and agrees that this Building/Facility Use Agreement does not establish an employer-employee relationship between Renter and MCN, that the event is neither a conducted event nor sponsored event of MCN. In addition, it is understood that MCN will not exercise any physical or other control over the operation of the event other than those spelled out in this Building/Facility Use Agreement. Renter understands that MCN is not providing any supervision of the event by this agreement.
- 10. If either party should bring an action to enforce any of the terms, conditions, or promises in this agreement, the prevailing party in any such action shall be entitled to its reasonable attorney’s fees and costs.
- 11. Renter has the right to cancel this agreement up to 72 hours before the scheduled date. If Renter cancels within the 72-hour period before the scheduled event, Renter agrees to pay 50% of the estimated charges as liquidated damages for the first day.

[] Renter understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for Renter’s planned used, and that Renter accepts the FACILITY in an AS IS condition. Renter has inspected the FACILITY to be used and has independently determined that it is suitable and safe for their particular purpose. Renter to initial box at left.

[] Tenant may extend the term by 2 weeks periods upon not less than 1 week of prior written notice, at which time the option to extend will be deemed irrevocable. The extension terms will be on the same terms and conditions as the agreement. Landlord to initial box at left.

I, the undersigned, have read this agreement and understand it is a legal contract and agree to abide by its contents. I also certify that I may act as agent for Renter in matters of contract and financial encumbrance.

Renter/Agent for Renter.

Agent for Mission Church of the Nazarene

Name: Caprice Young

Name: _____

Signature: _____

Signature: _____

Title: CEO and Superintendent

Title: _____

Date: _____

Date: _____

Please sign and return to Lead Pastor or their designee. Contract not valid until signed by MCN Agent.

Mission Church of the Nazarene

4750 Mission Gorge Place

San Diego, CA 92120

619-287-3211

Magnolia Science Academy Weekly Facility Rental

Service	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Comments	# of Days	Daily Rate	Total
Fellowship Hall Rental (3/4)			X	X	X	X	X		5	\$ 450.00	\$ 2,250.00
Fellowship Hall No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (45.00)	\$ (135.00)
Youth Bungalow West Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Youth Bungalow West No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Youth Bungalow NE Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Youth Bungalow NE No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Youth Bungalow SE Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Youth Bungalow SE No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Foyer Office			X	X	X	X	X		5	n/c	\$ -
		RS	no	no	no	no	RS			\$ -	\$ -
After School Program			X	X	X	X	X		5	n/c	\$ -
Room 210 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 210 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 209 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 209 No Re-Set (cr)		RS	RS	no	no	no	RS		3	\$ (15.00)	\$ (45.00)
Room 208 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 208 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 206 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 206 No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Room 202 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 202 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 203 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 203 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 204 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 204 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 109 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 109 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 110 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 110 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Playground Grass area			X	X	X	X	X		5	\$ 75.00	\$ 375.00
Calendar Period Total											\$ 8,595.00

Cover Sheet

Proposed Conflict of Interest Code (COI) through Fair Political Practices Commission

Section: II. Consent Items
Item: F. Proposed Conflict of Interest Code (COI) through Fair Political Practices Commission
Purpose: Vote
Submitted by:
Related Material: II F Conflict of Interest Code-FPPC.pdf



Board Agenda Item #	Agenda #II.F
Date:	October 12 th 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	Proposed Conflict of Interest Code (COI) through Fair Political Practices Commission

Proposed Board Recommendation

I move that the board approve the Proposed Conflict of Interest Code (COI) through Fair Political Practices Commission

Background

Since MERF operates in more than 1 county, it had to have its Code approved by the Fair Political Practices Commission (FPPC) in Sacramento. The FPPC is the state agency charged with enforcing the Political Reform Act. The process has a timeline of 6 steps described below.

Here is a chart of MERF's charter schools, the school district where each school operates (which is where the schools originally submitted their charter petitions), and the agency that has authorized each school:

	School District Where Each School Operates	Authorizer
MSA-1	LAUSD	Los Angeles County Office of Education
MSA-2	LAUSD	Los Angeles County Office of Education
MSA-3	LAUSD	Los Angeles County Office of Education
MSA-4	LAUSD	LAUSD
MSA-5	LAUSD	LAUSD
MSA-6	LAUSD	LAUSD
MSA-7	LAUSD	LAUSD
MSA-8 (Bell)	LAUSD	LAUSD
MSA-Santa Ana	Santa Ana Unified School District	State Board of Education
MSA-San Diego	San Diego Unified School District	San Diego Unified School District

MERF started the process with the YMC (Attorneys) in July 2017. YMC prepared the COI Policy as well as a Written Explanation of Reasons. If any person requested the information upon which the proposed Conflict of Interest Code is based (per the last paragraph of the Notice), we were to provide this document. Attorneys also prepared the Notice along with the proposed Conflict of Interest Code. Per our request, the Notice stated that the 45-day written comment period to begin on August 10, 2017 and to end on September 24, 2017.

Below is the timeline we followed with the guidance of YMC. The timeline consists of six steps. With the Board approval, step #5 of 6 will be completed.

TIMELINE

STEP 1: Publicly Post Notice of the Proposed Conflict of Interest Code

Prior to the comment period, the Notice was made publicly available. The best way to provide public notice is to post the Notice and proposed Conflict of Interest Code online at www.magnoliapublicschools.org. MERF published it on its website.

STEP 2: Provide Intra-Agency Notice of the Proposed Conflict of Interest Code

Before the comment period, MERF provided notice to each employee affected by the proposed code (i.e., intra-agency notice). Per YMC, the best way to provide intra-agency notice is to e-mail a copy of the Notice and proposed Conflict of Interest Code to each employee and Board member designated in the code. MERF did this.

STEP 3: Open 45-Day Written Comment Period

Per YMC, MERF had to establish a 45-day written comment period, which had to be identified in the Notice. During the comment period, any designated employee or member of the public has the opportunity to comment or request a public hearing.

In the draft Notice (attached), the 45-day comment period was scheduled to begin on Friday, August 4, 2017 and end on Monday, September 18, 2017.

MERF followed the directions of YMC fulfilled all the steps as directed.

STEP 4: Possible Public Hearing

Per YMC, should there be a public hearing request by any interested person at least 15 days prior to the close of the 45-day public comment period; MERF had to hold a public hearing regarding the proposed Conflict of Interest Code. No one applied for a hearing.

STEP 5: MERF Board Approval

After the 45-day written comment period and possible public hearing (which did not take place), the MERF Board must review any written comments. The Board should also consider any comments made at the public hearing, if any, and how to resolve any areas of controversy.

Then, the Board must approve the proposed Conflict of Interest Code.

STEP 6: Fair Political Practices Commission Approval

Following approval by the MERF Board, the Conflict of Interest Code will be submitted to the Fair Political Practices Commission (“FPPC”) for final approval as the last step. The FPPC may request documentation, such as a summary of any public hearing, a current organizational chart, copies of job descriptions, etc. YMC will assist MERF in case of such a request.

Budget Implications

- Amounts/ Funding Source

N/A

- CFO Review

Name of Staff Originator:

Suat Acar, Chief Operations Officer

Attachments

17 08 02 Conflict of Interest Code

17 08 02 Notice of Intent to Adopt Conflict of Interest Code – MERF

17 08 02 Written Explanation of Reasons for Designations and Disclosure Responsibilities - MERF

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for the **Magnolia Educational & Research Foundation. (MERF)**

Individuals holding designated positions shall file statements of economic interests with the **MERF**, which will make the statements available for public inspection and reproduction. (Government Code § 81008) All statements will be retained by **MERF**.

**APPENDIX A
DESIGNATED POSITIONS**

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary)	1, 2
Chief External Officer	1, 2
Regional Director – South	1, 2
Regional Director – North	1, 2
Chief Operations Officer	1, 2
Chief Academic Officer	1, 2
Chief Accountability Officer	1, 2
Principals	3
Consultants/New Positions	*

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

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

APPENDIX B DISCLOSURE CATEGORIES

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property located in whole or in part within a two-mile radius of:
 - The Los Angeles Unified School District, the Santa Ana Unified School District, or the San Diego Unified School District, or
 - Any facility utilized by MERF's charter schools, or
 - A proposed site for a MERF facility.
- b. Investments and business positions in business entities, or sources of income (including gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report:

- a. Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by MERF.

Category 3

Designated positions assigned to this category must report:

- a. Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department. For the purpose of this category a Principal's department is his/her entire school.

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
NOTICE OF INTENTION TO ADOPT CONFLICT OF INTEREST CODE

NOTICE IS HEREBY GIVEN that Magnolia Educational & Research Foundation (“MERF”) dba Magnolia Public Schools intends to adopt a conflict of interest code pursuant to Government Code Section 87300 and 87306. Pursuant to Government Code Section 87302, the code will designate employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests. The code will replace and supersede all prior versions.

A written comment period has been established commencing on August 10, 2017 and terminating on September 24, 2017. Any interested person may present written comments concerning the proposed code no later than September 24, 2017 to MERF at 250 E. 1st Street, Suite 1500, Los Angeles, CA 90012. No public hearing on this matter will be held unless any interested person or his or her representative requests, no later than 15 days prior to the close of the written comment period, a public hearing.

MERF will adopt a conflict of interest code to be approved by the Fair Political Practices Commission as its code reviewing body. The proposed conflict of interest code includes language provided by the Fair Political Practices Commission and incorporates by reference 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission.

Copies of the proposed code and all of the information upon which it is based may be obtained from MERF at 250 E. 1st Street, Suite 1500, Los Angeles, CA 90012. A copy of the proposed code is also available online at magnoliapublicschools.org. Any inquiries concerning the proposed code should be directed to Suat Acar, Chief Operations Officer, at 213-628-3634.

WRITTEN EXPLANATION OF REASONS FOR DESIGNATIONS AND DISCLOSURE RESPONSIBILITIES

Pursuant to the California Fair Political Practices Commission Regulation 18750 (2 CCR §18750), Magnolia Educational & Research Foundation (“MERF”) dba Magnolia Public Schools provides this written explanation of the reasons for designation and disclosure responsibilities.

Designation

The positions of Members of the Governing Board, Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary), Chief External Officer, Regional Director – South, Regional Director – North, Chief Operations Officer, Chief Academic Officer, Chief Accountability Officer, Principals, and Consultants/New Positions are designated because those positions are the only positions having any substantial responsibility relative to the decision-making process or policy of MERF.

Disclosure Responsibilities

The categories relative to the types of interests that must be disclosed are based upon the types of financial interests within the boundaries of MERF and/or interests that may foreseeably be affected by any decision made or participated in by MERF.

Cover Sheet

Delegation of Agreements for General Contractor and Inspector on Record for the MSA-SA Gym Project

Section: III. Action Items
Item: A. Delegation of Agreements for General Contractor and
Inspector on Record for the MSA-SA Gym Project
Purpose: Vote
Submitted by:
Related Material: III A MSA SA IOR and General Contractor.pdf



Board Agenda Item #	Agenda III-A – Action Item
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Erdinc Acar, Regional Director
RE:	Delegation of Approval of Agreements for the General Contractor and Inspector on Record for the MSA-SA Gym Project

Proposed Board Recommendation

I move that the board assign and authorize an Ad Hoc Committee of MPS to approve selection of General Contractor and Inspector of Record Services for MSA Santa-Ana Phase II Gymnasium and Cafeteria construction Project.

Background

MSA-SA designed and built a two story facility totaling 48,353 square feet with 33 classrooms on a lot of 2.68 Acres at 2840 W 1st Street in the City of Santa Ana in Orange County through the Charter School Facilities Program Proposition 1D program. Original site plans included a 6,509 square feet gym with cafeteria, shade structures and a playground. Because Prop 1D funds were not enough to cover these Phase II projects, they were scheduled to be completed later paid for by private financing.

The project is currently open with the California Division of Architect (DSA) Application Number 04-112861 and File Number 30-25. The project needs to resume construction by Oct 31, 2017 in order not to lose the status with DSA.

On August 8, 2017, Magnolia Educational and Research Foundation selected GAFCON Construction Management (CM) firm to carry out the construction management services.

Currently, MPS is requesting proposals from General Contractors (GC) and DSA Inspector of Record Services (IOR) and Special Testing and Inspection.

GC contract evaluation is scheduled on October 24, 2017.

IOR proposals are due 5:00 p.m. October 11, 2017 and review is yet to be scheduled.

In order to meet the October 31 DSA deadline, MPS staff is requesting that the Board assign and authorize an Ad Hoc Committee to select the General Contractor and Inspector of Record Services for MSA Santa-Ana Phase II Gymnasium and Cafeteria construction Project.

Both contracts will be approved by legal counsel prior to presentation to the Ad Hoc committee.

Budget Implications

Bond repayments are scheduled and included in MSA-SA's FY 2017-18 Approved Budget and multi-year projections.

Funding Source

2017 Series Bonds

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

No perceived effects on other MSAs.

Name of Staff Originator:

Erdinc Acar, Regional Director

Attachments (3)

1. Project Schedule
2. Notice to Contractors Calling for Bids
3. MSA DSA Inspector of Record Services and Special Testing and Inspection RFP

Magnolia Public Schools
Magnolia Science Academy - Gymnasium Project
 Project Schedule

ID	Task Name	BIC	% Complete	Duration	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	MSP GYMNASIUM PROJECT		31%	254 days	Tue 9/12/17	Fri 8/31/18														
2	BID AWARD PHASE		76%	36 days	Tue 9/12/17	Tue 10/31/17														
3	Project Kick Off Meeting #01	Team	100%	0 days	Tue 9/12/17	Tue 9/12/17														
4	Out Reach to General Contractors	Gafcon	100%	7 days	Thu 9/14/17	Fri 9/22/17														
5	Advertisement for Bids	Gafcon	100%	10 days	Mon 9/18/17	Fri 9/29/17														
6	Prepare Pre-Construction Cost Estimate	Gafcon	100%	8 days	Mon 9/18/17	Wed 9/27/17														
7	Complete Contract Documents	Berliner	100%	11 days	Wed 9/13/17	Wed 9/27/17														
8	Printing of Bid Documents	Gafcon	100%	2 days	Thu 9/28/17	Fri 9/29/17														
9	Distribute Bid Documents to Contractors	Gafcon	50%	6 days	Mon 10/2/17	Mon 10/9/17														
10	Mandatory Pre-Bid Site Walk	Gafcon	0%	0 days	Tue 10/10/17	Tue 10/10/17														
11	Prepare and Issue Addendum	Berliner	0%	3 days	Wed 10/11/17	Fri 10/13/17														
12	Bid Opening	Team	0%	0 days	Mon 10/23/17	Mon 10/23/17														
13	Bid Evaluation	Gafcon	0%	1 day	Tue 10/24/17	Tue 10/24/17														
14	Prepare GC Contract Agreement	Owner	0%	2 days	Wed 10/25/17	Thu 10/26/17														
15	Board Meeting to Award Project	Owner	0%	1 day	Thu 10/26/17	Thu 10/26/17														
16	NTP issued to General Contractor	Gafcon	0%	1 day	Fri 10/27/17	Fri 10/27/17														
17	IOR to Submit Forms to DSA	IOR	0%	2 days	Mon 10/30/17	Tue 10/31/17														
18																				
19	CONSTRUCTION PHASE		0%	195 days	Wed 11/1/17	Tue 7/31/18														
20	GC Starts Site Mobilization	GC	0%	5 days	Mon 10/30/17	Fri 11/3/17														
21	GC Submits Bond & Insurance	GC	0%	3 days	Wed 11/1/17	Fri 11/3/17														
22	Construction Kick Off Meeting	Gafcon	0%	1 day	Tue 11/7/17	Tue 11/7/17														
23	Shop Drawing Submittal Process	GC	0%	13 days	Wed 11/1/17	Fri 11/17/17														
24	Develop Project Punchlist	Berliner	0%	1 day	Mon 7/2/18	Mon 7/2/18														
25	Contractor Complete Punchlist	GC	0%	14 days	Tue 7/3/18	Fri 7/20/18														
26	IT Set Up	Owner	0%	10 days	Mon 7/16/18	Fri 7/27/18														
27	Facilities Training	GC	0%	2 days	Mon 7/30/18	Tue 7/31/18														
28																				
29	Occupancy & Project Closeout		0%	23 days	Wed 8/1/18	Fri 8/31/18														
30	Owner Move In & Set Up		0%	8 days	Wed 8/1/18	Fri 8/10/18														
31	Project Close Out		0%	23 days	Wed 8/1/18	Fri 8/31/18														

Project: MSP Gymnasium Project
 Date: Fri 10/6/17

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

NOTICE TO CONTRACTORS CALLING FOR BIDS

OWNER: MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION of Orange County, California, (hereinafter "OWNER").

Bid Deadline: 2:00 p.m. on Friday, the 20th day of October 2017

NOTICE IS HEREBY GIVEN that the OWNER, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, unless extended by addendum, sealed bids for the award of a contract for the Project.

Project Identification Name: MAGNOLIA SCIENCE ACADEMY SANTA ANA – GYMNASIUM PROJECT

Contract Time: is 195 days

CONTRACTOR should consult the General Conditions, Supplementary Conditions and General Requirements regarding Milestones and Liquidated damages.

Bid Opening: Bids shall be opened publicly and read aloud following the Bid Deadline stated above.

Place of Bid Receipt and Opening: Magnolia Public Schools 250 East 1st street Suite 1500, Los Angeles, CA 90012, (hereinafter, "OWNER OFFICE").

Prospective Bidders are encouraged to telephone in advance to determine the availability of Bid Documents. Bids must be submitted to the OWNER on the Contract Bid Forms, which are a part of the Bid Package for the Project. To obtain the project documents, please contact
American Reprographics Company (ARC) Document Management
934 Venice Boulevard, Los Angeles, CA 90015
(213) 745-3145.

This Bid Package contains, among other important things, the Bid Form which MUST be used to submit a prime bid to the OWNER.

This project is subject to DIR Public Works Funding Legislation - SB 854. To bid on this Project, the CONTRACTOR and all of its lower-tier subcontractors are required to be registered online as a "Public Works Contractor" with the California Department of Industrial Relations at www.dir.ca.gov/public-works/publicworks.html, and each shall pay an annual, non-refundable fee of \$300.00.

Consistent with Public Contract Code Section 20103.8 and Section 13 of the Information for Bidders form relating to the use of alternate bids, the lowest responsible Bidder for the Project shall be determined using the method indicated below. Please note that this method is used to calculate the bids and does not address issues of responsiveness or responsibility:

- The lowest bid shall be the lowest bid price on the base bid without consideration of the prices on the additive or deductive items.

Once the lowest responsible Bidder has been selected, the OWNER may determine to add to or deduct from the contract any of the additive or deductive items.

Magnolia Science Academy Santa Ana - Gymnasium Notice to Contractors Calling for Bids

In accordance with the provisions of California Public Contract Code Section 3300, the OWNER requires that the Bidders possess the following classification of CONTRACTOR'S license at the time that the contract is awarded:

Category	License
30 - Multiple Trades	B

Subcontractors must possess the appropriate licenses for each specialty subcontracted. Failure to satisfy this requirement shall disqualify Bidder. The successful Bidder and its subcontractors must maintain the license throughout the duration of the contract and warranty period.

Prime CONTRACTORS bidding this Project shall require, pursuant to Public Contract Code Section 4108, the following subcontractors providing labor or labor and materials to supply an original signature on a fully executed 100% Faithful Performance Bond and 100% Payment Bond:

Concrete	Glass & Glazing	Masonry
Structural Steel	HVAC	Low Voltage Systems
Rough Carpentry	Plumbing	Fire Sprinkler
Gypsum & Plaster	Electrical	

Each Bid shall be accompanied by a certified or cashier's check or bid bond executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, in an amount not less than ten percent (10%) of the total bid price, payable to the OWNER as a guarantee that the Bidder, if its proposal is accepted, shall promptly execute the Agreement, furnish a satisfactory Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish a Payment Bond in an amount not less than one hundred percent (100%) of the total bid price, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the General Conditions. In the event the successful Bidder fails to enter into the contract and execute the required documents, such bid security will be forfeited. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions.

The OWNER reserves the right to extend the bid closing date, reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Each Bidder agrees that if its bid is accepted, it shall comply with all applicable provisions of: (1) the California Labor Code (2) the DIR'S CMU and (3) SBX2-9.

No Bidder may withdraw any bid for a period of one hundred and twenty (120) days after the date set for the opening of bids, but in no event shall the Bidder be required to keep its bid open beyond sixty (60) days after the date of the award. The OWNER may not hold the security of Bidder longer than sixty (60) days from the time the award is made. In the event the OWNER should request an extension of the above-stated deadline, such extension shall also include the extension of the duration of the bid security.

JOB WALK AND PRE-BID CONFERENCE: A pre-bid conference will be held at the site for attendance by any interested Bidder with representatives of the OWNER, ARCHITECT and CONSTRUCTION MANAGER. **A mandatory pre-bid conference and job walk will commence at 10:00 a.m. on Tuesday, October 10, 2017. All attendees shall meet at Magnolia Science Academy Santa Ana jobsite, 2840 West First Street, Santa Ana, CA 92703. At the main entrance to the school.**

Magnolia Science Academy Santa Ana - Gymnasium Notice to Contractors Calling for Bids

employee shall then either: (a) prepare a separate tabulation of each bid, to include only the assigned number and amounts of the base bid and all alternate bids, or (b) photocopy the page(s) of each Bid Form containing the base bid and alternate bid amounts, which page(s) shall not contain the name of the Bidder. The designated employee will then replace each original Bid Form back into the bid envelope. The complete Bid Forms shall remain in the custody of the designated employee until the OWNER determines the low apparent Bidder based upon each Bidder's base bid and alternate bid amounts. All bid protests received prior to notification of the low apparent Bidder will be required to be in writing and delivered to the attention of the designated employee who shall retain the bid protests until the low apparent Bidder has been determined. Upon the selection of the low apparent Bidder, such determination shall be reduced to writing and retained by the OWNER, and the designated employee shall thereafter deliver the bid envelopes containing the original Bid Forms, and any bid protests received, to the _____ or his/her designee. After the assigned numbers have been matched with the names of the Bidders and the Bid Forms and any bid protests have been reviewed, the Bidders who submitted bids shall be notified of the low apparent Bidder either by telephone, fax or mail. Any bid protests submitted after the low apparent Bidder has been announced must be directed to the attention of the _____.

Once the lowest responsible Bidder has been selected, the OWNER may determine to add to or deduct from the contract any of the additive or deductive items.

In accordance with the provisions of California Public Contract Code Section 3300, the OWNER requires that the Bidders possess the following classification of CONTRACTOR'S license at the time that the contract is awarded:

Category	License
General Contractor	B

The CONTRACTOR'S California State License number shall be clearly stated on the Bid Form.

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the OWNER that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the contract. Any CONTRACTOR not so licensed is subject to penalties under the law. If the license classification specified hereinabove is that of a "specialty CONTRACTOR" as defined in Section 7058 of the California Business and Professions Code, the specialty CONTRACTOR awarded the contract for this work shall itself construct a majority of the work, in accordance with the provisions of California Business and Professions Code Section 7059.

Subcontractors must possess the appropriate licenses for each specialty subcontracted. Failure to satisfy this requirement shall disqualify Bidder. The successful Bidder and its subcontractors must maintain the license throughout the duration of the contract and warranty period.

Time for completion of the entire Project, inclusive of all categories of work set forth herein, shall be _____ (_____) **consecutive calendar days** following the start date established in the OWNER'S Notice to Proceed for the Project. Said Notice shall not be issued prior to five (5) days after award of the contract(s) comprising the Project, and shall not require work to be commenced less than forty-eight (48) hours following the CONTRACTOR'S receipt of the Notice to Proceed. All work comprising the Project shall be performed in Pacific Technology Center

Notice to Contractors Calling for Bids

accordance with the durations and sequences shown in the Project Construction Schedule as contained in Section 01310 of the Project Specifications. Time is of the essence. Failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders form.

Each Bidder agrees that, if its bid is accepted, it shall perform at least 15% of the work, exclusive of supervisory and clerical work, without the services of any subcontractor. Bidder shall designate in its bid those portions of the contract Bidder intends to perform without the services of any subcontractor, which satisfies the aforementioned 15% requirement.

Each Bidder shall submit, on the form furnished with the Contract Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act at Public Contract Code Section 4100 et seq.

Prime CONTRACTORS bidding this Project shall require, pursuant to Public Contract Code Section 4108, the following subcontractors providing labor or labor and materials to supply an original signature on a fully executed 100% Faithful Performance Bond and 100% Payment Bond:

All such subcontractor bonds shall be delivered by the Prime CONTRACTOR to the OWNER through the CONSTRUCTION MANAGER within thirty (30) calendar days following the Prime CONTRACTOR'S receipt of notification of the award of the contract(s) for the Project. The failure by or refusal of a subcontractor to comply with this requirement may result in that subcontractor's substitution consistent with Public Contract Code Sections 4108(b) and 4107(a)(4). All Prime CONTRACTORS bidding on the Project must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids.

All submittals will be collected by the OWNER, stamped with date and time, and will remain unopened until the time of the Bid Opening.

Each Bid shall be accompanied by a certified or cashier's check or bid bond executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, in an amount not less than ten percent (10%) of the total bid price, payable to the OWNER as a guarantee that the Bidder, if its proposal is accepted, shall promptly execute the Agreement, furnish a satisfactory Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish a Payment Bond in an amount not less than one hundred percent (100%) of the total bid price, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the General Conditions. In the event the successful Bidder fails to enter into the contract and execute the required documents, such bid security will be forfeited. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions.

The OWNER reserves the right to extend the bid closing date, reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

No specifications for bids in connection with the letting of contracts for the construction, alteration, or repair of public works shall be drafted (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that Bidders may furnish any equal material, product, thing, or service. In applying this Section, the OWNER shall, if aware of an equal product manufactured in

California, name such product in the specification. CONTRACTOR shall, no later than 4:30 p.m. on the second business day following the bid deadline set forth herein, submit data substantiating a request for substitution of "an equal" item.

Pursuant to Public Contract Code Section 3400 (c), in the event the OWNER makes a finding below that a particular material, product, thing, or service is designated by a specific brand or trade name in order to (a) match other products in use on a particular public improvement either completed or in the course of completion, or (b) obtain a necessary item that is only available from one source, the OWNER shall not be required to comply with the provisions of the preceding paragraph.

Each worker on the Project must be paid not less than the applicable prevailing rates of per diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract ("Prevailing Wages"). A copy of the applicable rates of Prevailing Wages is on file and available for review at the Place for Submitting Bids, and a copy will be posted at the Project Site. The Work will be subject to monitoring by the California Department of Industrial Relations ("DIR") and/or the Compliance Monitoring Unit of the DIR ("CMU"). The OWNER will conduct a mandatory conference for the purpose of describing labor-law requirements.

Each Bidder agrees that if its bid is accepted, it shall comply with all applicable provisions of: (1) the California Labor Code (2) the DIR'S CMU and (3) SBX2-9.

The successful Bidder and all subcontractors utilized by the successful Bidder on the project shall maintain and furnish to the DIR on a periodic basis as directed by the DIR, but in no event less frequent than once each month, certified copies of weekly payroll reports signed under penalty of perjury. The DIR shall review the payroll reports to verify compliance with the prevailing wage requirements and shall conduct audits and onsite investigation as it deems necessary. The prevailing rate of per diem wages and a description of employer payments are on file at the DISTRICT OFFICE and are available to any interested party upon request. If the payroll records or reports are delinquent or inadequate, the DISTRICT shall withhold contract payments. Additionally, if after an investigation it is established that an underpayment occurred, the DISTRICT shall withhold contract payments equal to the amount of underpayment and applicable penalties. The DISTRICT thereafter shall follow the requirements regarding notice to the Prime CONTRACTOR or subcontractor as provided in Labor Code Section 1771.6.

As required by Sections 1773 and 1773.2 of the California Labor Code, the Director of the DIR has determined the general prevailing rates of wages in the locality in which the work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the OWNER'S office and are available to any interested party upon request. They are also available from the Director of the DIR. The CONTRACTOR shall post a copy of this document at each job site. The CONTRACTOR and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract. Certified payroll records will be required and will be checked by the OWNER, or its assigned third party representative.

No Bidder may withdraw any bid for a period of one hundred and twenty (120) days after the date set for the opening of bids, but in no event shall the Bidder be required to keep its bid open beyond sixty (60) days after the date of the award. The OWNER may not hold the security of Bidder longer than sixty (60) days from the time the award is made. In the event the OWNER should request an extension of the above-stated deadline, such extension shall also include the extension of the duration of the bid security.

A Payment Bond and a Performance Bond shall be required prior to execution of the contract and shall be in the form set forth in the Contract Documents.

Pursuant to Section 22300 of the Public Contract Code, the successful Bidder is permitted to substitute securities for any moneys withheld by the OWNER to ensure performance under the contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the OWNER, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR. Alternatively, the successful Bidder may request and the OWNER shall make payment of retention earned directly to the escrow agent at the expense of the successful Bidder.

Each bid submitted in response to this Notice shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.

Consistent with the requirements of the federal Clean Water Act, the Project is subject to storm water pollution prevention requirements, which may include the implementation of a Storm Water Pollution Prevention Plan and/or implementation of local storm water requirements, which prohibit the discharge of pollutants from the Project site. Bidders will be required to submit, with their bid, the Storm Water Pollution Prevention Certification included with the bid package, which must be signed by the Bidder under penalty of perjury and notarized.

JOB WALK AND PRE-BID CONFERENCE: A pre-bid conference will be held at the site for attendance by any interested Bidder with representatives of the OWNER, ARCHITECT and CONSTRUCTION MANAGER. Although the job walk is highly recommended, it is not mandatory. **The pre-bid conference and job walk will commence at _____ a.m. on _____, 20____. All attendees shall meet at PROJECT NAME, _____.**

Governing Board of the
MAGNOLIA EDUCATIONAL FOUNDATION

By: _____

Bids Due: _____

Bids Opened: _____

INFORMATION FOR BIDDERS

WARNING:
(READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE
SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM
THE SAME OWNER.)

1. PREPARATION OF BID FORM: The **MAGNOLIA EDUCATIONAL FOUNDATION** (“OWNER”) invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder.
2. FORM AND DELIVERY OF BIDS: The bid shall be made on the Bidding Schedule provided, and the complete bid, together with any and all additional materials as required by the contract documents, as defined in the Agreement (“Contract Documents”), shall be enclosed in a sealed envelope, addressed and delivered or mailed to the MAGNOLIA EDUCATIONAL FOUNDATION, 13950 Milton Avenue, Suite 200B, Westminster, CA 92683, and must be received on or before the time set forth in the Notice to Contractors Calling for Bids for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the Bidder’s name, address, the contract designation, category number, and the date and time for the opening of bids. It is the Bidder’s sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Bidder unopened. At the time set forth in the Notice to Contractors Calling for Bids for the opening of bids, the sealed bids will be opened and read aloud at the OWNER’S office.
3. BID SECURITY/DELIVERY OF DOCUMENTS: Each bid shall be accompanied by a certified or cashier’s check or bid bond issued by an admitted surety insurer, as defined in Civil Procedure Code Section 995.120, in the amount of not less than ten percent (10%) of the total bid amount stated in the bid. Said check or bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if awarded one or more categories of work, will enter into an Agreement within five (5) calendar days of receiving Notice of Award of the contract(s), and will furnish, on the prescribed forms, those documents listed in the Bid Form. In case of refusal or failure to enter into the Agreement or return the documents as required by the OWNER, the check or bid bond, as the case may be, shall be forfeited to the OWNER and the OWNER may in its discretion either award the contract to the second lowest responsible Bidder or reject all bids. If the Bidder elects to furnish a bid bond as its bid security, the Bidder shall use the Bid Bond form included herein.

4. **SIGNATURE:** Any signature required on the Contract Documents must be signed in the name of the Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two (2) signatures: one (1) from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one (1) from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one (1) signature, provided that the corporate officer holds at least one office as an Operational Officer and one (1) office as a Financial Officer for the corporation; or (c) one (1) signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid Form. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Bidder is a joint venture or partnership, there shall be submitted with the bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, the individual who shall act in all matters relative to the contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

5. **MODIFICATIONS:** Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative proposals, or any other modification of the Bid Form which is not specifically called for in the Contract Documents may result in the OWNER'S rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

6. **ERASURES, INCONSISTENT OR ILLEGIBLE BIDS:** The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event the OWNER determines that any bid is unintelligible, inconsistent or ambiguous, the OWNER may reject such bid as not being responsive to the invitation to bid.

7. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** At its own expense and prior to submitting its bid, each Bidder shall examine the Contract Documents; visit the site and determine the local conditions which may in any way affect the performance of the work, including the prevailing wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work. The OWNER shall not be liable for any loss sustained by the CONTRACTOR resulting from any variance between the conditions and design data given in the Contract Documents and the actual

conditions revealed during the Bidder's examination or during the progress of the work. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall in no way relieve any Bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders. Bidders shall not at any time after submission of the bid, dispute, complain or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

8. WITHDRAWAL OF BIDS: Any bid may be withdrawn, either personally, by written request or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the OWNER which authorizes the individual requesting the bid withdrawal to so act on behalf of the Bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this Section shall be returned on demand therefore. As specified in the Notice to Contractors Calling for Bids, no Bidder may withdraw any bid for a period of one hundred and twenty (120) calendar days after the date set for the opening of bids.

9. AGREEMENTS AND BONDS: The Agreement form which the successful Bidder, as CONTRACTOR, will be required to execute, and the form of the payment bond which such CONTRACTOR will be required to furnish in accordance with Civil Code Section 3247 prior to execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. Unless otherwise specified in the Special Conditions, if any, the payment bond shall be in the amount of one hundred percent (100%) of the amount of the contract. The CONTRACTOR will also be required to furnish a performance bond in the amount of one hundred percent (100%) of the amount of the contract and in the form included in the Contract Documents, and Certificates of Insurance as required in the contract, all prior to execution of the contract. The payment and performance bonds must be executed by an admitted surety insurer.

10. INTERPRETATION OF PLANS AND DOCUMENTS: If any prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the CONSTRUCTION MANAGER. The Bidder submitting the request shall be responsible for its prompt delivery. In case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality and greater quantity of work shall be included in the bid. Any interpretation or correction of the Contract Documents will be made solely at OWNER'S discretion and only by written addendum duly issued by the ARCHITECT and approved by the OWNER, and a copy of such addendum will be hand delivered, mailed, e-mailed or faxed to each Bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the OWNER. Requests for clarification or explanation should be submitted to CONSTRUCTION MANAGER no later than the seventh (7th) calendar day preceding the date set for submission of bids. If discrepancies on drawings, or in specifications, or conflicts between drawings and specifications are not covered by addenda, Bidder shall include in the bid the method of construction and materials resulting in the higher bid. Bidder shall become familiar with the plans, specifications and drawings. SUBMITTAL

OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DRAWINGS; AND THAT THE PLANS, SPECIFICATIONS AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR PLANS, SPECIFICATIONS AND DRAWINGS.

11. ADDENDA: Addenda issued during time of bidding shall be included in bid and shall be made a part of the contract. Bidder shall list in the Bid Form each addendum received.
- A. Addenda will be prepared and issued to Bidders at the option of the ARCHITECT.
 - B. Name and telephone number of the individual who is responsible for the bidding procedure and the receipt of Addenda shall be filed at the pick-up location.
 - C. Addenda will be issued only to Bidders who have obtained bid sets at the designated pick-up location and to Plan Rooms where bid documents are on file.
 - D. Addenda issued more than four (4) working days prior to the day bids are designated to be opened shall be mailed to Bidders and Plan Rooms via UPS, with no prior telephone notification.
 - E. Bidders who have obtained bid sets at the designated pick-up location will be notified by telephone when any Addendum is issued less than four (4) working days prior to day bids are to be opened. The Addendum will be transmitted to Bidders and Plan Rooms via UPS.
 - F. In the event a material change is made by addendum within 72 hours prior to the bid deadline, the date and time to submit bids will be extended by at least 72 hours.
 - G. Addenda will NOT be transmitted to Bidders or Plan Rooms via Facsimile Copier (FAX).
 - H. Bidders shall be responsible for confirming they are in receipt of all addenda.
12. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for. If alternate bids are not called for and if the OWNER has reasonable grounds for believing that any Bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such Bidder is interested and the Bidder will forfeit its bid security to the OWNER. A person, firm, or corporation that has submitted a sub-proposal to a prime Bidder, or that has quoted prices of materials to a prime Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other prime Bidders, but is then prohibited from making a prime proposal. The OWNER intends to award a contract for lowest responsive and responsible Bidder.

13. AWARD OF CONTRACT: The OWNER reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible Bidders, the OWNER will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract, if made by the OWNER, will be by action of the governing board and to the lowest responsible Bidder therefore from among those Bidders responsive to the call for bids. In the event an award is made to a Bidder and such Bidder fails or refuses to execute the contract and provide the required documents within five (5) calendar days after notification of the award of the contract to Bidder, the OWNER may award the contract to the next lowest Bidder or release all Bidders. Each bid must conform and be responsive to the Contract Documents.
14. ALTERNATES: If alternate bids are called for, the Notice to Contractors Calling for Bids shall specify which one (1) of the following methods will be used to determine the lowest bid:
- A. The lowest bid shall be the lowest bid price on the base bid without consideration of the prices on the additive or deductive items;
 - B. The lowest bid shall be the lowest total bid prices on the base bid and those additive or deductive items that are specifically identified in the Notice to Contractors Calling for Bids as being used for the purpose of determining the lowest bid price;
 - C. The lowest bid shall be the lowest total of the bid prices on the base bid and those additive or deductive items taken in order from the specifically identified list of those items, depending upon available funds, as identified in the Notice to Contractors Calling for Bids and provided that said additive and/or deductive items when added to or subtracted from the base bid, are less than, or equal to, the funding amount publicly disclosed by the OWNER before the first bid is opened; or
 - D. The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders or proposed subcontractors from being revealed to the OWNER before the ranking of all Bidders from lowest to highest has been determined.

A responsible Bidder who has submitted the lowest bid as determined by this Section shall be awarded the contract, if it is awarded. This Section does not preclude the OWNER from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible Bidder has been determined.

15. COMPETENCY OF BIDDERS: In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the bid. Each Bidder agrees that, if its bid is accepted, it shall perform that portion of work designated in its bid which shall constitute at least 15% of the work, exclusive of supervisory and clerical work, without the services of any subcontractor. By submitting a bid, each Bidder agrees that the OWNER, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and

other factors which could affect the Bidder's performance of the work. Unless already prequalified by the OWNER within one (1) year of submitting the OWNER'S prequalification documents, each bid shall be further supported by the OWNER'S prequalification questionnaire comprised of the CONTRACTOR'S Statement of Experience and Financial Condition, Affidavit of CONTRACTOR and Certificate of Accountant. Pursuant to Public Contract Code Section 20111.5, the information in the prequalification documents will be kept confidential, and ratings of individual firms will only be disclosed upon written request of that firm.

The OWNER may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the OWNER. In this regard, the OWNER may conduct such investigations as the OWNER deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to the OWNER's satisfaction within the prescribed time; and the OWNER reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the OWNER. No bid for the work will be accepted from a CONTRACTOR who is not licensed in accordance with applicable State law.

16. LISTING SUBCONTRACTORS: Each Bidder shall submit with the bid, on the form furnished with the Contract Documents, a list of the proposed subcontractors, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the Project or a subcontractor who, under subcontract to the Bidder, specially fabricates and installs a portion of the work in an amount in excess of one-half of one percent ($\frac{1}{2}\%$) of the Bidder's total bid, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). If alternate bids are called for and the Bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate. As provided by Public Contract Code Section 6109, no Bidder shall list or otherwise permit a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on the Project. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half of one percent ($\frac{1}{2}\%$) of the Bidder's total bid, the Bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the OWNER invoking the remedies of Public Contract Code Sections 4110 and 4111.

Prime CONTRACTORS bidding this Project shall require, pursuant to Public Contract Code Section 4108, the following subcontractors providing labor or labor and materials to supply an original signature on a fully executed 100% Faithful Performance Bond and 100% Payment Bond:

All such subcontractor bonds shall be delivered by the Prime CONTRACTOR to the OWNER through the CONSTRUCTION MANAGER within thirty (30) calendar days following the Prime CONTRACTOR'S receipt of notification of the award of the contract(s) for the Project. The failure by or refusal of a subcontractor to comply with this requirement may result in that subcontractor's substitution consistent with Public Contract Code Sections 4108(b) and 4107(a)(4). All Prime CONTRACTORS bidding on the Project must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids.

The practice of issuing separate purchase orders and/or subcontractors for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the CONTRACTOR from these requirements.

No payments, except for a reimbursement payment to the Prime CONTRACTOR for the cost of the Prime CONTRACTOR'S own Faithful Performance and Payment Bonds, shall be made to the Prime CONTRACTOR until the Prime CONTRACTOR provides the aforementioned subcontractor bonds to the OWNER through the CONSTRUCTION MANAGER.

17. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder, as CONTRACTOR, shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with OWNER the following certificate prior to performing the work under the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Contract Documents.
18. CONTRACTOR'S LICENSE: If, at the time the bids are opened, Bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, such bid will be rejected as non-responsive (Public Contract Code Section 3300). Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the OWNER that the Bidder was properly licensed at the time the bid was submitted. Any Bidder not so licensed is subject to penalties under the law and the contract will be considered void and OWNER shall have the right to bring an action against the unlicensed Bidder awarded the contract for recovery of all compensation paid under the contract (Business and Professions Code Section 7031(b)). If the license classification specified hereinafter is that of a "specialty CONTRACTOR" as defined in Section 7058 of the Business and Professions Code, the specialty CONTRACTOR awarded the contract for his work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The Bidder may not use the CONTRACTOR license of a third party for this bid. The CONTRACTOR and its subcontractors must maintain the license throughout the duration of the contract and warranty period.
19. ANTI-DISCRIMINATION: It is the policy of the OWNER that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition or

marital status. The CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by any such CONTRACTOR.

20. HOLD HARMLESS: The CONTRACTOR shall indemnify and hold harmless the OWNER, ARCHITECT, INSPECTOR OF RECORD, CONSTRUCTION MANAGER, their officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- A. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of the OWNER, ARCHITECT, INSPECTOR OF RECORD, CONSTRUCTION MANAGER, their officers, employees, agents or independent CONTRACTORS who are directly employed by the OWNER, and except for liability resulting from the active negligence of the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER.
 - B. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER, arising out of, or in any way connected with the work covered by the Agreement, whether said injury or damage occurs either on or off OWNER property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract, and not by the active negligence of the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER.
 - C. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
 - D. 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 materialman 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.

- E. In the event CONTRACTOR is required to access the OWNER'S computer system or network in the performance of the contract, the CONTRACTOR shall provide 48-hours advance notification to the OWNER. In the event such access infects the OWNER'S computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, CONTRACTOR agrees to indemnify OWNER and pay for any and all losses, damages and expenses incurred by OWNER to remedy any such infection.

The CONTRACTOR, at CONTRACTOR'S own expense, cost and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the OWNER, ARCHITECT, INSPECTOR OF RECORD, CONSTRUCTION MANAGER, their officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

21. SURETY QUALIFICATIONS: All surety companies which are admitted surety insurers, pursuant to California Code of Civil Procedure Section 995.120 and comply with the provisions of California Code of Civil Procedure Sections 995.630 and 995.660, shall be satisfactory to the OWNER.
22. TIME PERIOD FOR COMPLETION OF THE WORK AND LIQUIDATED DAMAGES: All work must be completed within the time limits set forth in the Notice to Contractors Calling for Bids. It is agreed that damages for the failure of the CONTRACTOR to complete the total work described herein within the time limits required are impossible to ascertain but that the sum of _____ **DOLLARS (\$ _____)** per day is a reasonable estimate. Should the work not be completed within the specified time for completion, the CONTRACTOR shall be liable for liquidated damages, payable to the OWNER, in an amount of _____ **DOLLARS (\$ _____)** for each calendar day of delay in completion, as well as actual additional out-of-pocket costs and expenses incurred by the OWNER as set forth in Section 6 of the Agreement.

CONTRACTOR is to refer to Section 01310 Project Construction Schedule for duration of individual activities contained within the _____ (_____) **consecutive calendar day** Project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

23. DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to Government Code Section 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The CONTRACTOR will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. REQUIRED CERTIFICATIONS WITH BID FORM: All Bidders are required to execute and submit together with the Bid Form, the following certifications:
- A. Non-Collusion Declaration, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code Section 7106.
 - B. Site Visit Certification, identified herein as Attachment No. 2 to Bid Form.
 - C. Designation of Subcontractors, identified herein as Attachment No. 3 to Bid Form.
 - D. Certified or Cashier's Check consistent with Section 3 above or Bid Bond, identified herein as Attachment No. 4 to Bid Form.
 - E. Bidder's Acknowledgement of Project Schedule, identified herein as Attachment No. 5 to Bid Form.
 - F. Storm Water Pollution Prevention Certification, identified herein as Attachment No. 6 to Bid Form.
25. REQUIRED CERTIFICATIONS WITH AGREEMENT: Concurrent with submission of the Agreement, the successful Bidder shall submit the following documents:
- A. Performance Bond, identified herein as Attachment No. 1 to Agreement.
 - B. Payment Bond, identified herein as Attachment No. 2 to Agreement.
 - C. Worker's Compensation Certification, identified herein as Attachment No. 3 to Agreement.
 - D. Drug-Free Workplace Certification, identified herein as Attachment No. 4 to Agreement.
 - E. Conduct Rules for Contractors, identified herein as Attachment No. 5 to Agreement.
 - F. Asbestos and Other Hazardous Materials Certification, identified herein as Attachment No. 6 to Agreement. Each successful Bidder shall be required to execute and submit to the OWNER an Asbestos and Other Hazardous Materials Certification prior to commencing Work on the Project.
 - G. Lead-Based Paint Certification, identified herein as Attachment No. 7 to Agreement. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, each successful Bidder will be required to complete a Lead-Based Paint Certification prior to commencing Work on the Project.
 - H. Criminal Records Check Certification, identified herein as Attachment No. 8 to Agreement. If any portion of the Work for the Project is to be performed at an operating school, each successful Bidder and its subcontractors shall be required to comply with the applicable

requirements of Education Code Section 45125.2 with respect to fingerprinting of employees who may have contact with the OWNER'S pupils. Successful Bidders and their subcontractors will be required to complete the Criminal Records Check Certification Form prior to commencing Work on the Project.

26. PREVAILING WAGES:

Each worker on the Project must be paid not less than the applicable prevailing rates of per-diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract ("Prevailing Wages"). A copy of the applicable rates of Prevailing Wages is on file and available for review at the Place for Submitting Bids, and a copy will be posted at the Project Site. The Work will be subject to monitoring by the California Department of Industrial Relations ("DIR") and/or the Compliance Monitoring Unit of the DIR ("CMU"). The OWNER will conduct a mandatory conference for the purpose of describing labor-law requirements.

Each Bidder agrees that if its bid is accepted, it shall comply with all applicable provisions of: (1) the California Labor Code (2) the DIR'S CMU and (3) SBX2-9.

The successful Bidder and all subcontractors utilized by the successful Bidder on the project shall maintain and furnish to the DIR on a periodic basis as directed by the DIR, but in no event less frequent than once each month, certified copies of weekly payroll reports signed under penalty of perjury. The DIR shall review the payroll reports to verify compliance with the prevailing wage requirements and shall conduct audits and onsite investigation as it deems necessary. The prevailing rate of per diem wages and a description of employer payments are on file at the DISTRICT OFFICE and are available to any interested party upon request. If the payroll records or reports are delinquent or inadequate, the DISTRICT shall withhold contract payments. Additionally, if after an investigation it is established that an underpayment occurred, the DISTRICT shall withhold contract payments equal to the amount of underpayment and applicable penalties. The DISTRICT thereafter shall follow the requirements regarding notice to the Prime CONTRACTOR or subcontractor as provided in Labor Code Section 1771.6.

As required by Sections 1773 and 1773.2 of the California Labor Code, the Director of the DIR has determined the general prevailing rates of wages in the locality in which the work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the OWNER'S office and are available to any interested party upon request. The CONTRACTOR shall post a copy of this document at each jobsite. The CONTRACTOR and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract. Certified payroll records will be required and will be checked by the OWNER, or its assigned third party.

27. EMPLOYMENT OF APPRENTICES: The CONTRACTOR and all subcontractors shall comply with the OWNER'S or its third party consultant's LCP, as applicable, and provisions of the California Labor Code including, but not limited to, Sections 1777.5, 1777.6 and 1777.7 concerning the employment of apprentices. The CONTRACTOR and all its subcontractors shall comply with the requirements of said Sections, including applicable portions of all subsequent amendments in the employment of apprentices. The CONTRACTOR shall have full responsibility for compliance with said Labor Code Sections, for all apprenticeable occupations, regardless of any other contractual or employment relationship alleged to exist.

28. NON-COLLUSION DECLARATION: Public Contract Code Section 7106 requires Bidders to submit a declaration of non-collusion with their bids. This form is included with the bid package and must be signed and dated by the Bidder under penalty of perjury.
29. STORM WATER POLLUTION PREVENTION CERTIFICATION: Consistent with the requirements of the federal Clean Water Act, the Project is subject to storm water pollution prevention requirements, which may include the implementation of a Storm Water Pollution Prevention Plan and/or implementation of local storm water requirements, which prohibit the discharge of pollutants from the Project site. Bidders shall submit, with their bid, the Storm Water Pollution Prevention Certification included with the bid package, which must be signed by the Bidder under penalty of perjury and notarized.
30. NO TELEPHONE OR FACSIMILE AVAILABILITY: No telephone or facsimile machine will be available to Bidders on the OWNER premises at any time.
31. JOB WALK AND PRE-BID CONFERENCE: A pre-bid conference will be held at the site for attendance by any interested Bidder with representatives of the OWNER, ARCHITECT and CONSTRUCTION MANAGER. Although the job walk is highly recommended, it is not mandatory. **The pre-bid conference and job walk will commence at _____ a.m. on _____, 20__ . All attendees shall meet at the PROJECT NAME, _____.**

END OF SECTION



REQUEST FOR PROPOSALS

**MAGNOLIA SCIENCE ACADEMY, SANTA ANA
DSA INSPECTOR OF RECORD AND TESTING SERVICES
GYMNASIUM PROJECT**

**DSA Application Number 04-112861
File Number 30-25**

Posted

October 4, 2017

Submit Responses To:

Erdinc Acar
Magnolia Public Schools

RFP Due Date:

October 11, 2017

No Later Than 5:00 P.M.

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, CA 90012

I- GENERAL INFO

The Magnolia Educational & Research Foundation (“Magnolia”, “Magnolia Public Schools” or “Charter”) is requesting Proposals for DSA Inspector of Record Services and Special Testing and Inspection, for work associated with the construction of a gymnasium and playground area for **Magnolia Science Academy, Santa Ana, 2840 W. 1st Street, Santa Ana, CA 92703**. The project design has been approved by DSA. The gymnasium will be constructed adjacent to the recently completed classroom building. The campus is an active school with 730 students in grades Kindergarten through Twelfth Grade.

The purpose of this Request for Proposals (“RFP”) is to obtain information that will enable Magnolia to select a DSA IOR Firm that can assist the Charter with such services as the Charter may require through construction of the gymnasium and playground area for Magnolia Science Academy Santa Ana. Each firm responding to this RFP should be prepared and equipped to provide comprehensive IOR services on behalf of the Charter in an expeditious and timely manner to enable the Charter to meet critical time deadlines and schedules.

Accordingly, the Charter is requesting proposals from qualified firms, partnerships, corporations, associations, or professional organizations to provide **Erdinc Acar, and delivered to the Magnolia office no later than 5:00 p.m. on October 11, 2017**. Late proposals will not be considered. Each proposal shall be treated as confidential until this deadline, after which time each proposal shall become a matter of public record.

The Charter reserves the right to negotiate modifications with any firm as may be required to serve the best interests of the Charter and to negotiate the final contracts with the most qualified candidates.

All proposals will become the property of the Charter. Information in Proposals will become public property and subject to disclosure laws. The Charter reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the School Board meeting agenda.

The Charter reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of the Charter to make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFP is solely the responsibility of the candidates.

In order to allow Magnolia Public Schools to make an informed decision regarding the selection of a consultant among responsible and responsive candidates, the proposal must contain the following elements or evidence that the firm meets or exceeds the requirements stated herein.

II- IOR SCOPE OF WORK

- 1) Provide DSA Class I Project Inspector for inspection services in accordance with Title 24 of California Code of Regulations and DSA IR A-8 in collaboration with Magnolia Public Schools staff, architects, consultants, general contractors, sub-contractors and all other required agencies to completion of a DSA approved project;
- 2) Verify that the construction of the project matches the plans and specifications and any approved change orders to those documents, and ensure that the project stays in compliance with all applicable codes and DSA requirements during construction;
- 3) Provide all necessary inspection services including the coordination of Testing and Special Inspections;
- 4) Interface with the assigned DSA inspector and submit all information as required;
- 5) Work with the Charter in the coordination and quality control of all project inspections, reports and tests. Prepare and submit all necessary forms and reports via the DSA box system;
- 6) Coordinate the close out of the project with the Construction Manager and General Contractor;
- 7) Proactively communicate with Magnolia Public Schools as owner.

III- PROJECT DESCRIPTION

The scope of the project includes construction of the Gymnasium building, connecting utilities from the pull boxes already existing at the site as shown in the drawings and portion of site work including lunch tables, benches and structures, playground area and equipment as shown in drawings/specifications as in **Exhibit A**.

The gymnasium building is a 6,509 sqft, Type V A, fully sprinklered building with automatic fire alarm system. It is a CMU building with steel and metal deck roof structure and metal stud framing. The drawings and specifications including the general conditions are already approved by DSA, see APP 04-112861 in the tracker. DSA box is already operational based on the completed school building is still in operation. Portion of the DSA approved buildings and site is already built. The area built is already updated in the DSA box by the IOR and the A-E consultants and has no deviations. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

The building pad is already available, built during the construction of the school building and the associated site work and certified by the owner's Geotechnical engineer. The owner to provide the certification.

The school is operational and the area of the construction will be fenced off to ensure proper safety and functioning of the existing school and their needs. Please note that part of this project is closed and obtained DSA certification #1 for the DSA project APP 04-112861.

The duration of construction for the Gymnasium and associated site work is anticipated to be nine (9) months.

IV- **FORMAT FOR PROPOSAL SUBMISSION**

B) GENERAL INSTRUCTIONS

All proposals are to be submitted in compliance with the format set forth below and in the order as outlined to facilitate evaluation by the Charter of the candidate's ability to meet or exceed the specified requirements under the heading "Scope of Work."

The proposals shall be presented in a bound 8-1/2 inch by 11-inch (vertical) format. Submit **three (3) hard copies and one (1) electronic copy in PDF format via email** of each proposal. All submittals shall be tabbed for easy referral to the numbered answer. All submittals shall become the property of the Charter and will not be returned.

Clarifications or questions regarding submittals must be submitted in writing to **Erdinc Acar**, via email to eracar@magnoliapublicschools.org. Please include the name of your firm and telephone number when making inquiries. All proposals are due **no later October 11, 2017, 5:00 p.m.**

SPECIAL NOTE: Individuals and firms responding to the RFP are cautioned to not contact school Board Members, Magnolia leadership, staff or existing consultants without the express permission of Erdinc Acar. Failure to observe these criteria could potentially result in disqualification.

C) FORMAT REQUIREMENTS:

Proposals **must** be typewritten, concise, straightforward, and must address each requirement and question. The sequence to be followed is as follows:

1. Cover Page

- a. Name of Firm
- b. Project Title – Proposal for IOR and Testing Services, MSA Santa Ana Gym Project
- c. Date Submitted

2. General Information

- a. Name, address, telephone, and e-mail address of firm, name and email for contact persons.
- b. License number, type of license, State of license or registration;
 - i. Legal form of firm (i.e. corporation, partnership, etc.).
Please state the year your firm or organization was established;
 - ii. Number and names of principals in the firm;
 - iii. Number of employees;
- c. Provide a short resume of your firm's principals, including registrations/licenses and State (Please limit to one page per person);
- d. Short resume of key personnel to be assigned to this project, included position. (Please limit to one page per person), with each resume containing the following information/;
 - i. Project-specific responsibilities and description of work to be performed;
 - ii. Estimated percentage of the individual's time that will be devoted to the project;
 - iii. Specific qualifications;
 - iv. Years with the firm;
 - v. Number of projects of similar nature performed by subject of resume;
 - vi. Position held and responsibilities on work of similar nature; and,
 - vii. Education, licenses held, qualification, etc.

3. Qualification and References

- a. Provide information to show that your proposed team has suitable resources available to ensure satisfactory completion of the work.
- b. Please provide a minimum of five (5) completed individual projects. Describe recent projects; ideally, public works projects, performed within the last five (5) years for which your firm or its senior personnel provided the IOR Services. Describe in full the services provided by your firm.
- c. Provide a list of at least five (5) references, including names, addresses, telephone and e-mail addresses of all contact persons with respect to projects which your firm or its senior personnel has worked on within the last five years, and any other references you wish to provide who may provide information to the Charter regarding your firm's qualifications. List the project's owner and contractors for each reference. Please be advised that some references will be contacted.

4. Insurance Coverage

Each submittal must include a copy of the respondent's Certificate of Insurance. This may be marked confidential and included with the "original" (wet signature) proposal. The firm or organization shall be required to carry the following insurance:

- a. Comprehensive General Liability and Property Liability Insurance, with a minimum limit two million dollars (\$2,000,000), with the Charter named as Additional Insured and Southern California Schools Risk Management as Additional Insured;
- b. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles with minimum limit of one million dollars (\$1,000,000);
- c. Workers' Compensation and Employer Liability, statutory limit;
- d. In addition, the Charter will require a firm or organization to carry Professional Liability Insurance with minimum one million dollars (\$1,000,000) per claim per annual aggregate. Deductible not to exceed \$25,000 each claim; and

Note: All insurance must be issued by an insurance provider by an admitted carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A. M. Best's Insurance Guide - Property Casualty or otherwise acceptable to Owner.

5. Litigation History

Provide a complete list of construction related litigation within the past five years involving your firm. Include the names of the participants and a contact person and phone number. Indicate whether your firm or any predecessor firm has filed for protection under the United States bankruptcy code within the last seven (7) years. If so, provide the name of the court where filed, the case title, and the disposition of the case. Proposals failing to provide the requested information of lawsuits, litigation or claims will be considered non-responsive and will not be evaluated.

6. Conflict of Interest

Respondent shall certify that no official or employee of the Charter, nor any business entity in which an official of the Charter has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the Charter.

7. Budgetary Estimate for Fees:

- a. Provide the hourly rate for each proposed job classification, and any others that may become necessary due to additional services.
- b. Provide a fully loaded fee schedule for IOR and Testing services for the project as detailed in **Section II, Project Description**. Please provide an estimate and breakdown of reimbursable expenses.

ALL RESPONSES MUST BE RECEIVED BY 5:00 p.m., October 11, 2017
LATE PROPOSALS AND PROPOSALS SUBMITTED BY FACSIMILE/EMAIL WILL NOT BE ACCEPTED

V- EVALUATION OF PROPOSALS AND RECOMMENDATION

- A. Process: All RFP responses will be read and evaluated by a committee of Magnolia home office staff. Overall responsiveness and representations made within the RFP, as well as your firm's ability to connect with the MPS team are important factors in the overall evaluation process. MPS will select a firm that has the highest suitability for the work with MPS and the overall desirable approach.
- B. Award: Magnolia reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests. Staff will make a recommendation to the Board of Directors to award a contract to the selected Vendor. The Board of Magnolia Public Schools will vote to award the contract at its ad hoc committee, regular or special meeting.
- C. Questions and Submission: Please feel free to direct questions to Erdinc Acar, preferably by email, as shown below.

Submission

All proposals are due **no later than 5:00 p.m. October 11, 2017**. Please deliver three (3) copies in care of the MERF address and one (1) copy by email as indicated below:

Erdinc Acar
c/o Magnolia Education & Research Foundation
250 E 1st Street, Suite 1500 Los Angeles, CA 90012
eracar@magnoliapublicschools.org
(213) 628 – 3634

EXHIBIT A

Magnolia Pacific Technology School, Santa Ana Vol1

PHASE II Plans for Gym, Cafeteria and Playground Area Construction

PROJECT
Magnolia Pacific Technology School
Santa Ana

2840 West Placer Street
 Santa Ana, CA 92703

CLIENT
 Magnolia Pacific Technology School
 2840 West Placer Street
 Santa Ana, CA 92703

ARCHITECT
 HNTB
 1000 California Street
 Suite 1000
 San Francisco, CA 94108

CONSULTANTS
 Structural: A. Johnson
 700 South Flower St., Suite 1000
 Los Angeles, CA 90017
 Tel: (213) 794-4009
 Sanitization: S. S. S. Inc.
 10000 Santa Monica Blvd., Suite 150
 Los Angeles, CA 90404
 Tel: (415) 250-9111
 MEP: M. J. ...
 4975 Montebello Road
 Culver City, CA 90230
 Tel: (310) 551-1111
 Electrical: ...
 225 W. Huntington Ave., Suite 100
 Los Angeles, CA 90012
 Tel: (213) 620-1000

REGISTRATION

AGENCY APPROVAL
 DIVISION OF THE STATE ARCHITECT
 APPROVAL NUMBER: APCA-112641
 DATE: FEB 13 2017

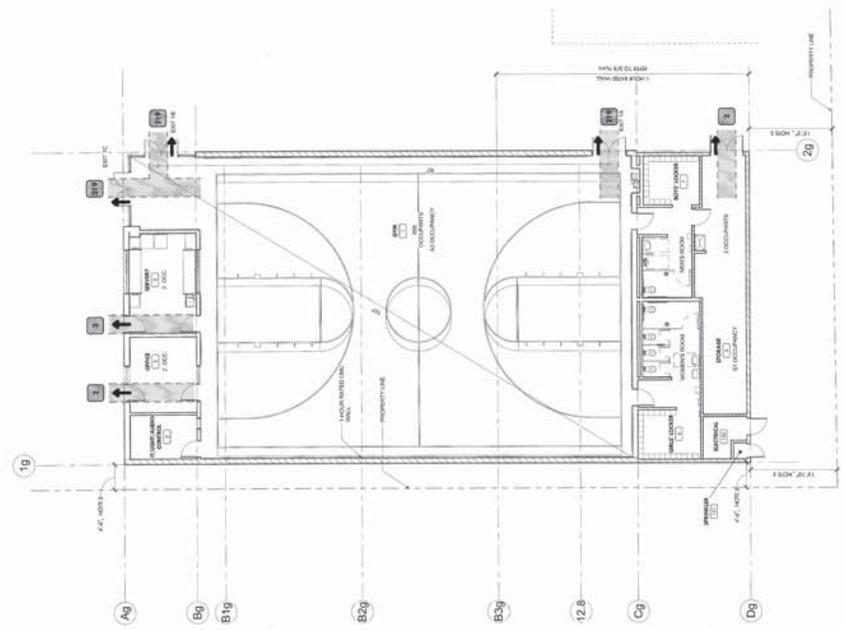
No.	Submitted
1	ISSUED FOR PERMIT

Job Number: 13-27

Gym - Code Analysis

A0.12

NOTES:
 1. REFER TO SHEET A0.11 FOR GENERAL NOTES AND SPECIFICATIONS.
 2. REFER TO SHEET A0.13 FOR GENERAL NOTES AND SPECIFICATIONS.
 3. REFER TO SHEET A0.14 FOR GENERAL NOTES AND SPECIFICATIONS.
 4. REFER TO SHEET A0.15 FOR GENERAL NOTES AND SPECIFICATIONS.
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 89. REFER TO SHEET A0.100 FOR GENERAL NOTES AND SPECIFICATIONS.



1ST FLOOR ROOM OCCUPANCY TABLE

Room Name	Room Number	Area	Occupancy	Local Occupancy	Design Occupancy
GYM	1	433 SF	A-3	7	648
OFFICE	2	100 SF	A-1	5	100
OFFICE	3	100 SF	A-1	5	100
OFFICE	4	100 SF	A-1	5	100
OFFICE	5	99 SF	N/A		
BOYS LOCKER	6	313 SF	N/A		
GIRLS LOCKER	7	248 SF	N/A		
STORAGE	8	452 SF	S	3	300

D. OCCUPANT LOAD CALCULATION

FIRST FLOOR
 TOTAL OCCUPANCY = 7
 TOTAL OCCUPANCY = 7
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 TOTAL OCCUPANCY = 7

E. PLUMBING CALCULATIONS CLASSROOM BLDG AND GYM

REFER TO SHEET A0.11 CLASSROOM BUILDING CODE ANALYSIS



PROJECT
 Magnolia Pacific
 Technology School
 Santa Ana

CLIENT
 2840 West First Street
 Santa Ana, CA 92703

ARCHITECT
 4175 Wilshire Boulevard
 Suite 200
 Westwood, CA 91604

CONSULTANTS
 700 South Orange Ave., Suite 1800
 Orange, CA 92667
 Tel: (714) 794-6800

CONSULTANTS
 17144 E. 15th Avenue, Suite 100
 Westminster, CA 92683
 Tel: (949) 250-9111

CONSULTANTS
 271 W. Imperial Avenue, Suite 100
 Westminster, CA 92683
 Tel: (949) 890-7200

REGISTRATION

AGENCY APPROVAL

NOTIFICATIONS STAMP
 DIV. OF THE STATE ARCHITECT
 APPROVAL: 11/28/17
 AC 01 FEB 13 2017
 DATE

NO. SUBMITTAL
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 158 MAG-CORP.

JOB NUMBER
 13-27

DATE
 FEB 13 2017

NO. SUBMITTAL
 1
 158 MAG-CORP.

DATE
 FEB 13 2017

NO. SUBMITTAL
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DATE
 FEB 13 2017

NO. SUBMITTAL
 1
 158 MAG-CORP.

DATE
 FEB 13 2017

NO. SUBMITTAL
 1
 158 MAG-CORP.

DATE
 FEB 13 2017

ALTA/A.C.S.M.
LAND TITLE SURVEY
 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE
 STATE OF CALIFORNIA



LEGAL DESCRIPTION:
 The above described parcel is situated in the City of Santa Ana, County of Orange, State of California, and is bounded as follows: on the north by the intersection of the centerline of Larkspur Street; on the east by the intersection of the centerline of Whitte Street; on the south by the intersection of the centerline of First Street; and on the west by the intersection of the centerline of the street hereinafter described. The area hereinafter described is bounded as follows: on the north by the intersection of the centerline of Larkspur Street; on the east by the intersection of the centerline of Whitte Street; on the south by the intersection of the centerline of First Street; and on the west by the intersection of the centerline of the street hereinafter described. The area hereinafter described is bounded as follows: on the north by the intersection of the centerline of Larkspur Street; on the east by the intersection of the centerline of Whitte Street; on the south by the intersection of the centerline of First Street; and on the west by the intersection of the centerline of the street hereinafter described.

BASES OF BEARINGS:
 The bearings were taken from the true meridian at the time of the survey.

ITEMS FOR PRELIMINARY TITLE REPORT:
 1. A preliminary title report will be prepared for the parcels hereinafter described.

REMARKS:
 The survey was made in accordance with the provisions of the California Land Surveying Act.

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 The survey was made in accordance with the provisions of the California Land Surveying Act.

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 The survey was made in accordance with the provisions of the California Land Surveying Act.

ALTA/A.C.S.M.
LAND TITLE SURVEY
 OF
 PARCELS 1 THROUGH 5
 SITUATE IN THE CITY OF SANTA ANA, CALIFORNIA

PERFORMED BY:
 RUSSELL W. GIBB, L.E.
 13850 MILTON AVE., SUITE 200 B
 WESTMINSTER, CA 92683
 PHONE: (714) 894-7500 FAX: (714) 894-7508
 (650) 452-2433

CLIENT:
 MAGNOLIA EDUCATIONAL
 SERVICES/FOUNDATION
 13850 MILTON AVE., SUITE 200 B
 WESTMINSTER, CA 92683
 PHONE: (714) 894-7500 FAX: (714) 894-7508
 (650) 452-2433

SURVEYOR'S NOTE:
 The above survey was made in accordance with the provisions of the California Land Surveying Act.

SURVEYOR'S CERTIFICATE:
 I, the undersigned, being a duly Licensed Professional Surveyor in the State of California, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my files.

LEGEND:
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PROJECT
Magnolia Pacific Technology School
Santa Ana

2045 West Hill Road
 Santa Ana, CA 92705

CLIENT
 Magnolia Public Schools
 2000 North River Street
 Westminster, CA 92683

ARCHITECT
 Design and associate
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 Tel: (310) 206-4000

CONSULTANTS
 Reviewer: J. Johnson Associate
 200 North River Street, Suite 1000
 Westminister, CA 92683
 Tel: (310) 206-4000
 Solid Request
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 Tel: (310) 206-4000

ARCHITECT
 AMB Landscape Architects
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 Tel: (310) 206-4000

INSURANCE
 Design West Engineering
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 Tel: (310) 206-4000



PERMITS

NO. SUBMITTAL	DATE	STATUS
1	08/15/17	RECEIVED
2	08/22/17	RECEIVED
3	08/29/17	RECEIVED
4	09/05/17	RECEIVED
5	09/12/17	RECEIVED
6	09/19/17	RECEIVED
7	09/26/17	RECEIVED
8	10/03/17	RECEIVED
9	10/10/17	RECEIVED
10	10/17/17	RECEIVED
11	10/24/17	RECEIVED
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AGENCY APPROVAL

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AGENCY APPROVAL

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4. HEALTH		

PROJECT
Magnolia Pacific Technology School Santa Ana
 1540 Hwy. 91st Street
 Santa Ana, CA 92703

CLIENT
 Magnolia Public Schools
 2000 Magnolia Blvd
 Menlo Park, CA 94025

ARCHITECT
berlinger and associates
 400 UNIVERSITY AVENUE
 SUITE 100
 BERKELEY, CA 94702
 TEL: (415) 841-1000
 WWW.BERLINGERANDASSOCIATES.COM

CONSULTANTS
Barndollar & Johnston Associate
 700 South F Street, Suite 100
 Santa Ana, CA 92703
 TEL: (949) 894-4607

S&B Engineers
 10000 Wilshire Blvd, Suite 400
 Beverly Hills, CA 90210
 TEL: (310) 276-9171

AMEL Landscape Architecture
 10000 Wilshire Blvd, Suite 400
 Beverly Hills, CA 90210
 TEL: (310) 834-0448

DESIGN TEAM
 Design: Wolf Engineering
 275 W. Hampshire Avenue, Suite 100
 Santa Ana, CA 92703
 TEL: (949) 894-9700

AGENCY APPROVAL
 DIVISION OF PERMITS & INSPECTION
 APPROVAL #113841
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 DATE _____ AGC 11 2015

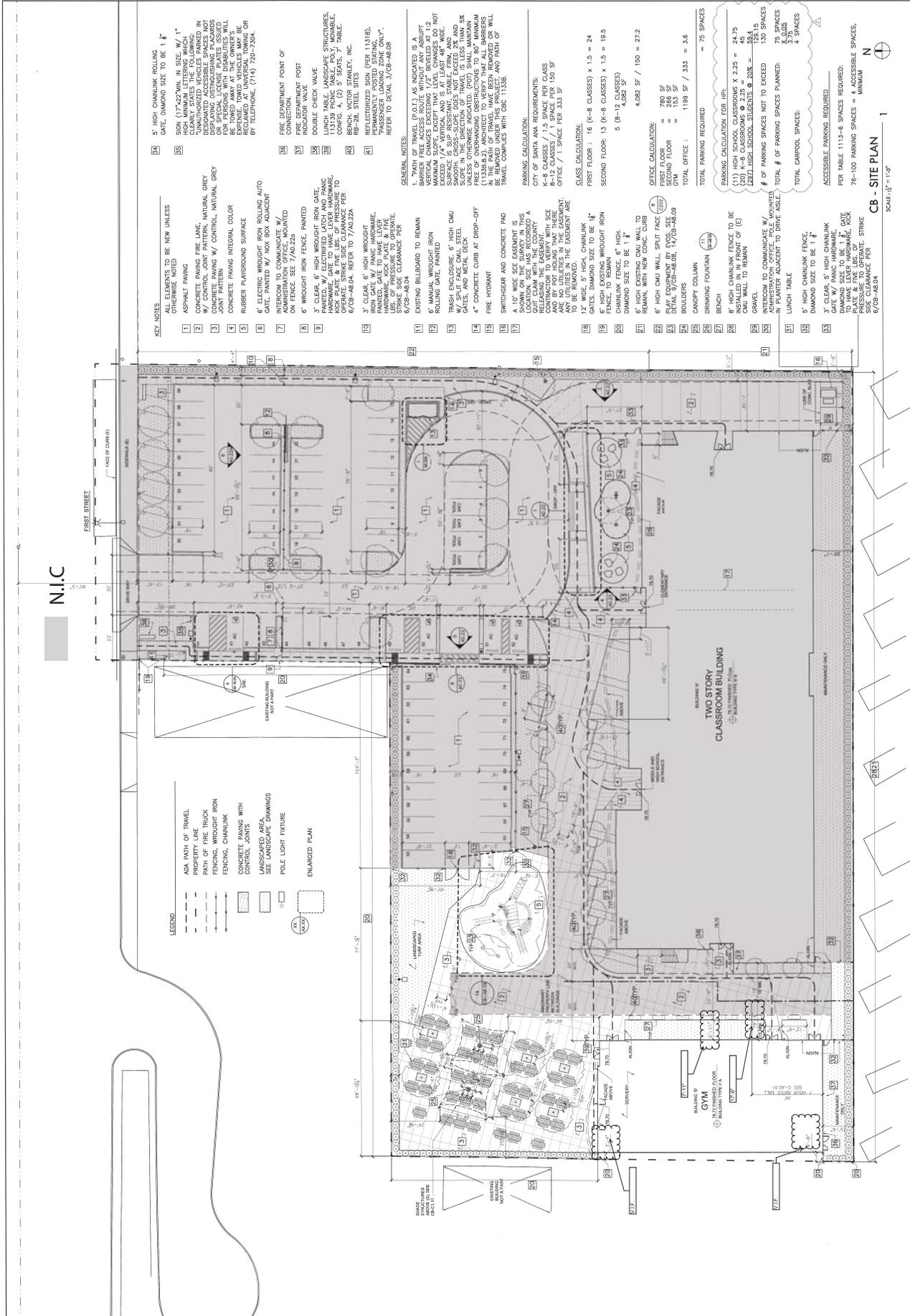
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Job Number: 13.27

Site Plan

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Cover Sheet

MSA-8 Bell Internet Service and Firewall, Web Filtering Services Using Long Term Reserve

Section: III. Action Items
Item: B. MSA-8 Bell Internet Service and Firewall, Web Filtering
Services Using Long Term Reserve
Purpose: Vote
Submitted by:
Related Material: III B MSA-8 Internet and Reserve Approval.pdf



Board Agenda Item #	III B- Action Item
Date:	10.12.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Rasul Monoshev, MPS IT Director
RE:	MSA-8 Internet Service Provider Agreement

Proposed Board Recommendation

I move that the board approve the following:

- Authorize the Evaluation Committee, consisting of school principal Jason Hernandez, school IT Manager, Albert Nguyen, and MPS IT Director, Rasul Monoshev review and award the winning bid
- Authorize Dr. Caprice Young, CEO and Superintendent, to negotiate and sign the contract
- Use of long-term reserve funds to pay for 2017-18 MSA-8 Internet Service Agreement.

Background

On June 20, 2017, LAUSD staff sent an email notification for MPS to purchase our own Internet and web filtering, thread prevention services.

LAUSD is having conflict with their E-Rate application, due to the fact they are paying services for Magnolia Science Academy Bell. Since MSA Bell operates as its own LEA, LAUSD is not able to submit an E-Rate application to pay for our portion of services as it did for the past six years. Therefore, we are required to acquire our own service of phone and Internet.



We have to go through the RFP process, as there are at least three vendors specific to the zip code. In addition, estimated cost is more than \$25,000, which is the threshold amount for requiring a board approval.

RFP is posted here:

http://www.magnoliapublicschools.org/apps/pages/index.jsp?uREC_ID=284296&type=d

Budget Implications

The services were not budgeted. Staff request that the board approve the use of long-term reserve funds estimated at \$65,000 for FY 2017-18. The cumulative ending fund balance of MSA 8 as of July 1, 2017 is \$3.1million, 59% of the annual budgeted expense. State requires a minimum of 5% for cumulative ending fund balance per LEA.

MSA Bell requests a one-time use of the reserves to purchase voice, internet, and firewall for the current fiscal year. All three items are required in order to operate within the daily functions of a school site.

This expenditure will be included in annual operating budgets starting FY 2018-19.

Name of Staff Originator

Rasul Monoshev, IT Director

Jason Hernandez, MSA-8 Principal

Attachments

MSA 8 Internet and Phone RFP



REQUEST FOR PROPOSALS FOR MSA SANTA ANA COPIER NEED

(Due Date – October 13th, 2017)

PURPOSE

The Magnolia Public Schools(MPS) is accepting proposals for the phone and internet services at Magnolia Science Academy(MSA) – 8. *Should there be a need for any other MPS schools listed below between dates July 1st, 2017 – June 30th, 2018, the approved vendor, services, and the price will be used:*

MSA-1	18238 Sherman Way, Reseda, CA 91335
MSA-2	17125 Victory Blvd., Van Nuys, CA 91406
MSA-3	1254 East Helmick Street, Carson, CA 90746
MSA-4	11330 West Graham Place, Los Angeles, CA 90064
MSA-5	18230 Kittridge St., Reseda, CA 91335
MSA-6	3754 Dunn Dr., Los Angeles, CA 90034
MSA-7	18355 Roscoe Boulevard, Northridge, CA 91325
MSA-8	6411 Orchard Ave., Bell, CA 90201
MSA-Santa Ana	2840 W. 1st Street, Santa Ana, CA 92703
MSA-Santa Clara	14271 Story Road, San Jose, CA 95127
MSA-San Diego	6365 Lake Atlin Ave., San Diego, CA 92119

GENERAL TERMS AND CONDITIONS FOR RFP PROPOSAL GUIDELINES

1. Each item request and guideline in the RFP must be known and properly addressed in the proposal.
2. All equipment in proposal must conform to specifications provided in the RFP.
3. The Vendor must provide terms of warranty on all products
4. The Vendor shall provide a clear breakdown of equipment and services costs.
5. The Vendor must provide an estimated timeline for product delivery.
6. Proposal must be valid for 60days.

All questions regarding the RFP should be addressed in writing to Rasul Monoshev, IT Director, rmonoshev@magnoliapublicschools.org.

PROPOSAL SUBMISSION



Proposals are to be submitted no later than 5:00 PM PST, Friday, 10/13/2017 with options below:

- Email price quote to msa8_rfp@magnoliapublicschools.org
- Mail to: Rasul Monoshev, MPS Internet and phone

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012

ACCEPTANCE/REJECTION OF PROPOSAL SUBMISSIONS

The Magnolia Public Schools reserves the right to accept or reject any and all proposals or any portion of any and all proposals at their discretion. While price is an important consideration, it will not be the sole determining factor in the selection of a Vendor. Payments will not be made nor orders submitted until after the Magnolia Public Schools Board of Directors has accepted a proposal and awarded it as the winning proposal submission. A contract will exist between the Magnolia Public Schools and the Vendor upon selection of the winning proposer.

COMPENSATION

Payment 60 days after invoice date. The payment will not be issued until after both the Vendor and Magnolia Public Schools agree that the project is complete and meets all requirements.

RFP Revisions

The Magnolia Public Schools reserves the right to modify or issue amendments to the RFP at any time. The Magnolia Public Schools also reserves the right to cancel or reissue the RFP at any time. Notices will be posted to <http://magnoliapublicschools.org>. It is the sole responsibility of the proposer to monitor the URL for posting of such information.



RFP EVALUATION

All qualified, responsive proposals will be evaluated using the following factors and weights.

Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
Total	100.00%

RFP Evaluation Committee

The RFP Evaluation committee members are as follows:

1. Rasul Monoshev, IT Director
2. Jason Hernandez, MSA-8 Bell Principal
3. Albert Nguyen, MSA-8 Bell IT Manager

EQUIPMENT & SERVICES SPECIFICATIONS

- **Item 1:**
Quantity: 1
Description:
 ✓ Fiber internet service at 1G speed

- **Item 2 :**
Quantity: 1
Description:

- 10 phone lines

- or**

- Voip Phones (20 each)



- Voip Voice Services (7 Power Bundles/13 Connect Bundles)
- Switch/Managed Router(SD-WAN)/4G LTE Failover

Delivery/Shipping

NOTE: No dock at this location.

Ship to Address:

Magnolia Science Academy-8 Bell

6411 Orchard Ave Bell, CA 90201

Cover Sheet

Approval of 2016-17 Unaudited Actuals for all MPS

Section: III. Action Items
Item: C. Approval of 2016-17 Unaudited Actuals for all MPS
Purpose: Vote
Submitted by:
Related Material: III C 2016-17 Unaudited Actual Reports.pdf



Board Agenda Item #	Agenda # III C
Date:	September 14, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Nanie Montijo - CFO
RE:	Presentation of Unaudited Actuals Report for Fiscal Year Ended June 30, 2017

Proposed Board Recommendation

I move that the board approve the 2016-17 Unaudited Actuals as presented.

Background

Presentation of MPS Unaudited Financial Reports for the fiscal year ended June 30, 2017, presentation was discussed with the MPS Finance Committee Sept. 7, 2017.

Budget Implications

n/a

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

n/a

Name of Staff Originator:

Nanie Montijo, CFO

Exhibits (attachments):

MPS Unaudited Financial Presentation FY 2016-17



Business and Development Specialists
for Charter Schools

MEMORANDUM

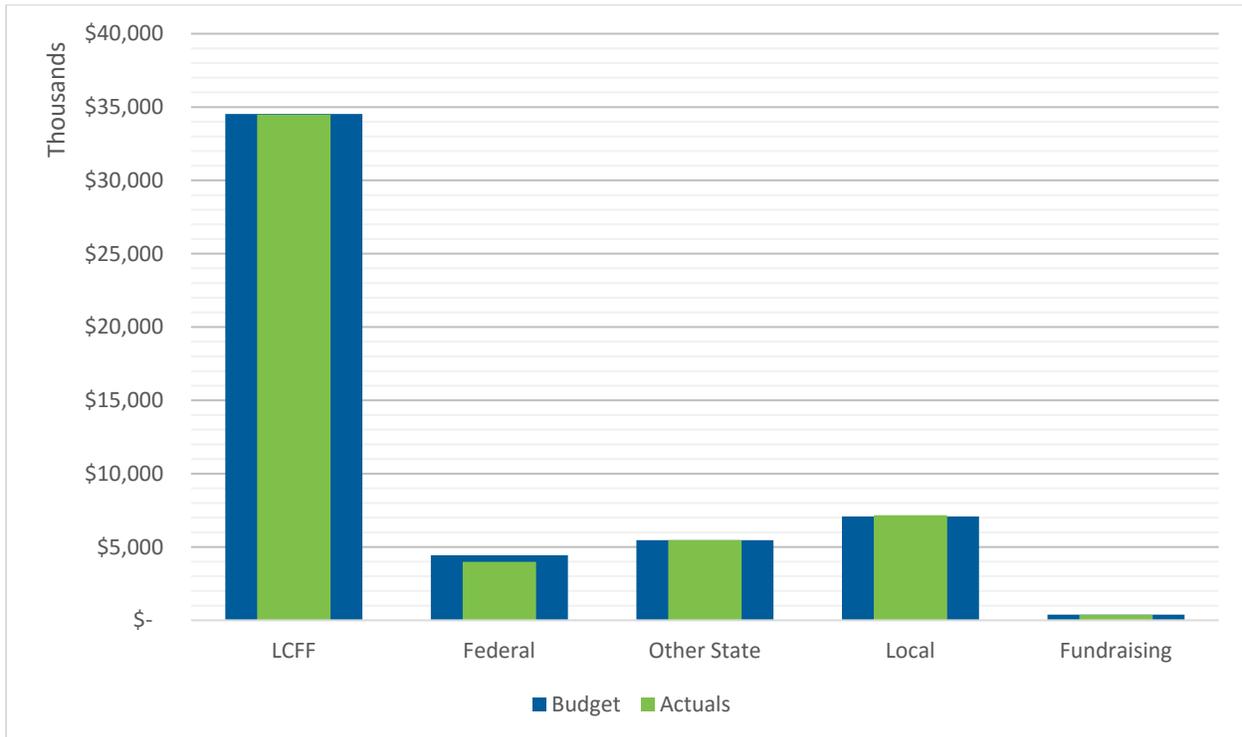
TO: Caprice Young, CEO, Magnolia Public Schools
FROM: EdTec
SUBJECT: Unaudited Actuals 2017 Financial Presentation
DATE: 09/1/17

SUMMARY OF RESULTS – UNAUDITED ACTUALS VS. FEBRUARY 9TH BOARD APPROVED BUDGET

	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17
	Unaudited Actuals MSA-1	Unaudited Actuals MSA-2	Unaudited Actuals MSA-3	Unaudited Actuals MSA-4	Unaudited Actuals MSA-5	Unaudited Actuals MSA-6	Unaudited Actuals MSA-7	Unaudited Actuals MSA-8	Unaudited Actuals MSA-SA	Unaudited Actuals MSA-SD	Unaudited Actuals MSA-SC	Unaudited Actuals MERF	Current Forecast - Total
SUMMARY													
Revenue													
LCFF Entitlement	5,303,302	4,239,354	4,255,160	1,828,007	1,652,001	1,552,530	2,586,389	4,526,038	5,507,828	3,033,354	-	-	34,483,963
Federal Revenue	1,132,577	457,771	473,427	213,233	213,304	146,067	229,977	309,445	704,895	107,314	-	-	3,988,010
Other State Revenues	1,156,414	542,459	683,465	268,292	196,036	263,623	651,548	635,664	583,783	486,125	-	-	5,467,410
Local Revenues	105,499	71,550	47,090	28,502	174,074	13,193	63,129	53,088	26,463	75,700	-	6,508,092	7,166,381
Fundraising and Grants	65,297	28,478	16,594	23,203	1,721	14,850	20,150	18,851	55,680	36,064	-	86,850	367,738
Total Revenue	7,763,089	5,339,613	5,475,736	2,361,237	2,237,135	1,990,263	3,551,194	5,543,087	6,878,649	3,738,557	-	6,594,942	51,473,501
Expenses													
Compensation and Benefits	3,670,189	3,076,319	3,288,967	1,183,252	1,140,838	1,040,053	1,613,033	2,773,282	3,754,942	2,285,583	-	3,504,360	27,330,817
Books and Supplies	637,397	503,594	420,743	117,077	189,625	123,108	292,979	325,823	986,261	133,237	-	56,323	3,786,166
Services and Other Operating Expenditures	2,702,583	1,935,348	2,100,195	672,224	595,692	499,809	1,554,055	2,013,952	2,125,629	1,216,565	-	2,520,256	17,936,308
Depreciation	146,154	56,349	19,096	15,656	7,177	19,778	20,286	67,806	434,567	39,157	-	1,440	827,465
Total Expenses	7,156,322	5,571,609	5,829,001	1,988,209	1,933,332	1,682,747	3,480,352	5,180,863	7,301,399	3,674,543	-	6,082,379	49,880,757
Operating Income	606,767	(231,997)	(353,265)	373,028	303,803	307,516	70,841	362,224	(422,751)	64,014	-	512,563	1,592,744
Fund Balance													
Beginning Balance (Unaudited)	3,197,834	1,210,746	976,777	763,641	1,144,335	1,006,776	939,109	3,061,348	8,291,101	1,173,620	(730,789)	(285,175)	20,749,323
Audit Adjustment	(37,421)	(69,796)	(1,355)	(101,149)	(66,819)	(61,339)	8,244	(90,501)	7,820	960	(791)	284,225	(127,921)
Beginning Balance (Audited)	3,160,413	1,140,950	975,422	662,491	1,077,516	945,437	947,353	2,970,847	8,298,921	1,174,581	(731,580)	(950)	20,621,401
Operating Income (including Depreciation)	606,767	(231,997)	(353,265)	373,028	303,803	307,516	70,841	362,224	(422,751)	64,014	-	512,563	1,592,744
Ending Fund Balance	3,767,180	908,953	622,157	1,035,519	1,381,319	1,252,953	1,018,194	3,333,071	7,876,170	1,238,595	(731,580)	511,613	22,214,145
Ending Fund Balance as a % of Expenses	53%	16%	11%	52%	71%	74%	29%	64%	108%	34%	-	8%	45%
Capital Outlay													
Total ADA	520.37	434.84	433.41	186.54	176.28	171.19	283.09	485.65	610.73	407.92	0.00	0.00	3,710

Consolidated net income for the unaudited actuals was \$1,592,744. This is an increase of \$694,175 from the February 9th board approved budget. MSA-2, MSA-3, and MSA-Santa Ana ended the year with an operating loss, but all other sites ended the year with a positive operating income.

BUDGET VS. ACTUALS - REVENUES



LCFF: Revenue was \$39.6K lower than the approved budget as P-2 ADA was 11.1 less than expected.

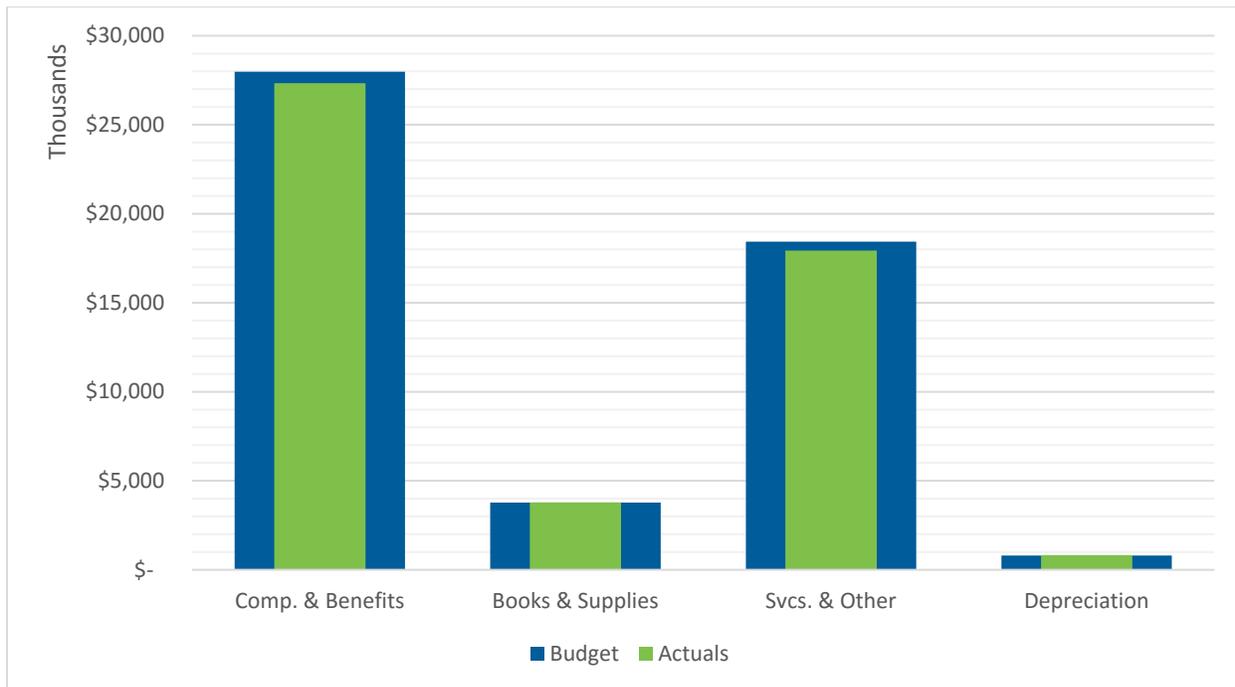
Federal: Revenue was \$446K lower than the approved budget because MSA-2, 3 and 7 did not receive the Charter School Facility Incentive Grant, a total budget impact of approximately \$300K. E-rate reimbursement was lower than budget for many sites as actual communication expense was also lower.

Other State: Minimal overall variance of \$1,288.

Other Local Revenue: School sites received \$85.9K more local revenue than budgeted for Option 3 Grants and MERF also received an additional grant.

Fundraising and Grants: \$19K under budget. MSA-1, 3, 7 and MERF did not reach their fundraising targets, however all other sites met or exceeded their targets. MSA-SA exceeded their budget by \$27K.

BUDGET VS. ACTUALS – EXPENSES



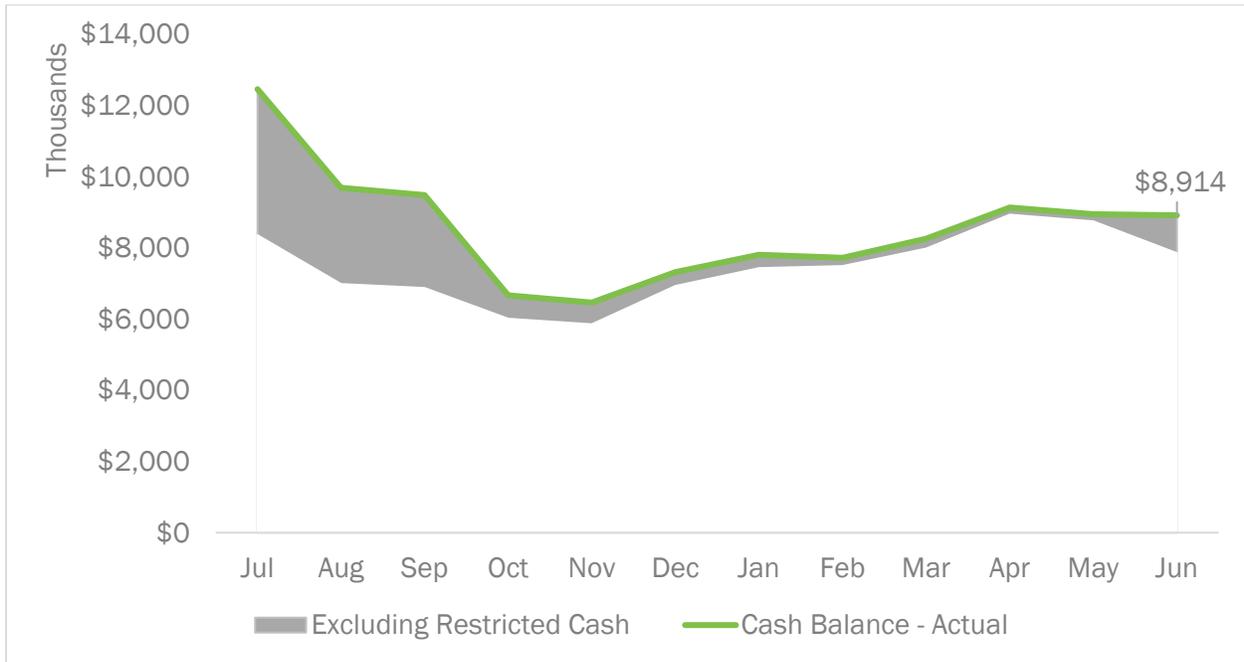
Compensation & Benefits: Expense was \$642K lower because an additional month of pay was incorrectly budgeted for certificated administrative employees. Not all open positions were filled and some teachers went on leave, which had a corresponding increase to contracted substitutes expense. The reduced salary expense led to a decrease in benefits expense.

Books & Supplies: Minimal overall variance of \$5,539.

Services & Other Operating: Other professional services and legal fees were not as high as budgeted. Communications expense was also lower, which led to a reduced E-rate reimbursement revenue. Overall savings of \$498K.

Depreciation: \$19K higher than the budget as it was based on estimates of capital expenditures and dates placed in service.

CASH FLOW SUMMARY



The ending cash balance at 06/30 was \$8,913,830, with \$1.1M being restricted cash.

RESTRICTED CASH BALANCES

Program	FY Received	Resource	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SD	MERF	Total
Prop 39 Clean Energy Grant	2013-14	6230-0	53,188	48,992	48,907	47,167	53,216	51,109	52,741	57,367	-	51,160	-	463,848
Educator Effectiveness Grant	2015-16	6264-0	18,193	13,778	3,093	13,404	493	-	-	-	3,567	27,331	-	79,859
College Readiness	2016-17	7338-0	61,502	45,860	61,324	62,733	-	-	-	-	34,208	-	-	265,627
NSLP	2016-17	5310-0	33,347	-	-	-	-	-	-	-	-	-	-	33,347
Title I	2016-17	3010-0	-	-	-	-	17,151	-	-	-	-	-	-	17,151
Prop 1D	2015-16	9101-0	-	-	-	-	-	-	-	-	95,590	106,607	-	202,197
Total			166,231	108,630	113,324	123,305	70,860	51,109	52,741	57,367	133,365	185,098	-	1,062,029

Prop 39 Clean Energy: Budgeted to be expended in FY17-18. Plans were submitted to expend these funds and MPS has hired a consultant.

Educator Effectiveness: FY17-18 is the final year to spend this grant. Any remaining funds at the end of the year will need to be returned. A final expenditure report is due on 6/30/18 for this grant.

College Readiness: FY18-19 is the final year to spend these funds. Any remaining grant money at the end of the year will need to be returned.

National School Lunch Program: Can only carry over up to three months of expenses.

Title I: MSA-5 will need to expend these funds by 9/30/17, otherwise, they will need to be returned. MSA-5 already applied for a waiver for unspent funds for FY15-16.

Prop 1D: MSA-SA and MSA-SD facility funds.

ACCOMPLISHMENTS

- Unaudited Actual Reports were submitted to all authorizers
- LACOE reports due on 8/15 were submitted
- FY17 ended with no uncategorized
- 8 out of 11 sites ended FY17 with a net income higher than the board-approved budget

OPPORTUNITIES AND RISKS

MSA-1 Charter School Facility Incentive Grant (CSFIG) (possible at risk -\$1,500,000)

MSA-1 received the 3-year grant and will receive \$500,000 each year starting in 16-17. It was previously noted that MSA-1 needed to expend \$500,000 on construction by June 30, 2017 to receive the full award. If not, then MSA-1 would lose one third of the grant. Finance and facilities have worked to identify eligible expenses that can be reimbursed.

Result: As of June 30th, MSA-1 had identified \$500,000 in eligible expenditures. However, CSFA rejected one of the expenses and total grant award was reduced to \$345,678 FY17.

Expense Risks – MERF Approved Budget (financial impact unknown)

Legal expenses are currently tracking higher than originally expected due to OIG related concerns, and there is risk of exceeding budget in this line item.

Result: MERF ended the year \$102K under budget in legal expenses. However, this will need to be a line item that is still monitored closely in FY18.

Payroll/Paycom:

Hourly Employees & Benefits (financial impact unknown)

Hourly employees at school sites were found to be exceeding the 29-hour limit, which will make them eligible for health & welfare benefits. HR is reconciling which employees will need to receive benefits and EdTec will analyze the fiscal impact once received.

Result: Per the CFO, controls are now in place to ensure proper tracking of such employees and addition of benefits when eligible.

Paycom Voids and Corrections (\$0)

Employees enrolled in STRS had social security tax incorrectly deducted from paychecks. Paycom voided these entries and corrected payment to employee, but no manual check was entered to offset the void. Consequently, while employees were paid the correct amount, their earnings are understated in Paycom (and consequently, their 2016 W2s).

Result: Paycom working to reconcile and adjust earnings of the four employees affected.

STRS/PERS Corrections (financial impact unknown)

MPS management believes there may be prior year STRS and PERS eligibility inaccuracies which, when corrected, would result in additional expense for the organization. Further analysis is needed to determine the order of magnitude of this potential liability. Any known errors related to current year eligibility or rate variances have been corrected.

Result: MERF has secured a consultant to do the analysis. Amounts have been included in the FY17-18 budgets for each site for the estimated cost of this consulting.

EMERGENCY CHECK REQUEST TRACKING

Site	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total	Trend
MERF	10	10	7	2	1	3	3	4	2	2	2	3	49	
MSA-1	8	2	8	1	1	1	2	9	0	2	1	0	35	
MSA-2	17	8	12	2	1	0	1	1	1	0	1	0	44	
MSA-3	2	3	9	5	3	12	4	6	1	0	7	7	59	
MSA-4	0	1	16	0	0	0	1	2	0	0	0	0	20	
MSA-5	0	1	5	0	0	0	0	2	0	1	1	0	10	
MSA-6	0	1	0	0	0	0	0	0	0	1	0	2	4	
MSA-7	6	2	2	1	0	1	0	0	0	3	0	7	22	
MSA-8	2	2	21	1	0	0	1	4	0	0	0	0	31	
MSA-SA	13	9	10	5	2	1	1	4	2	2	1	5	55	
MSA-SD	11	13	1	1	3	3	3	5	2	2	3	3	50	
Total	69	52	91	18	11	21	16	37	8	13	16	27	379	

Emergency check requests have increased 69% since May. ECRs were more than 20 (27 total), so an additional charge was incurred. Majority of the checks in June were manual payroll checks. It is not best practice to run payroll checks through the AP system as calculations for the checks need to be done in payroll initially to calculate taxes/withholdings and then entered, again, once the check has been cut to make sure year to date actuals are accurate.

MAGNOLIA SCIENCE ACADEMY – 1

	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	5,251,881	5,305,480	5,295,664	5,303,302	7,638	(2,178)
Federal Revenue	695,788	1,202,884	1,215,937	1,132,577	(83,360)	(70,306)
Other State Revenues	898,245	1,158,352	1,158,092	1,156,414	(1,678)	(1,937)
Local Revenues	60,107	84,550	104,554	105,499	945	20,949
Fundraising and Grants	56,000	69,360	69,180	65,297	(3,883)	(4,063)
Total Revenue	6,962,021	7,820,626	7,843,427	7,763,089	(80,338)	(57,536)
Expenses						
Compensation and Benefits	3,362,064	3,760,794	3,748,868	3,670,189	78,679	90,605
Books and Supplies	539,025	647,387	738,276	637,397	100,879	9,990
Services and Other Operating Expenditures	2,727,983	2,929,102	2,839,102	2,702,583	136,519	226,520
Depreciation	181,768	146,166	146,166	146,154	12	12
Total Expenses	6,810,840	7,483,449	7,472,411	7,156,322	316,089	327,127
Operating Income	151,181	337,177	371,016	606,767	235,751	269,590
Fund Balance						
Beginning Balance (Unaudited)	3,197,834	3,197,834	3,197,834	3,197,834		
Audit Adjustment	-	-	(37,421)	(37,421)		
Beginning Balance (Audited)	3,197,834	3,197,834	3,160,413	3,160,413		
Operating Income (including Depreciation)	151,181	337,177	371,016	606,767		
Ending Fund Balance	3,349,015	3,535,011	3,531,429	3,767,180		
Capital Outlay	100,000	540,000	540,000	-		
Total ADA	518.2	522.1	520.4	520.4	0.0	(1.7)

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **\$606,767**, a \$269,590 increase from the board approved budget.

VARIANCE ANALYSIS

Federal Revenue (-\$70,306)

National School Lunch Program (NSLP), E-rates and other miscellaneous revenue were under budget for a total of \$94K which was offset by an increased in Title III for \$24k. The decrease in NSLP revenue decrease was offset by the food expense decrease.

Local Revenues \$20,949

The increase in local revenue was due to Option 3 grant not budgeted.

Fundraising and Grants (-\$4,063)

Fundraising and donations were budgeted based on FY15-16, however, the actuals FY17 were lower.

Compensation and Benefits \$90,605

Teacher salaries were under budget due to a budgeted math coach position that got removed. There was also a placeholder for an aide that got removed and one extra month was budgeted for admin staff.

Books and Supplies \$9,990

The main items that were over budget are books for \$41K and educational software for \$38K. These were offset by underspent food services for \$74K and \$14K in miscellaneous expenses such as art/music supplies and furniture/equipment.

Service and Other Operating Expenditures \$226,520

Conferences Fees, repairs, other professional services, interest, professional development, technology services, and communications were under budget, total impact is \$239K. These were offset by accounting fees for \$8K and academic competitions for \$12K which were over budget.

MAGNOLIA SCIENCE ACADEMY -2

	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,518,778	4,295,058	4,231,885	4,239,354	7,469	(55,704)
Federal Revenue	344,735	522,541	430,075	457,771	27,697	(64,770)
Other State Revenues	355,213	544,067	535,679	542,459	6,780	(1,608)
Local Revenues	93,069	77,280	93,650	71,550	(22,100)	(5,730)
Fundraising and Grants	25,000	27,722	27,722	28,478	756	756
Total Revenue	5,336,795	5,466,669	5,319,011	5,339,613	20,602	(127,056)
Expenses						
Compensation and Benefits	2,987,228	3,102,722	3,136,754	3,076,319	60,435	26,403
Books and Supplies	259,858	451,104	467,984	503,594	(35,609)	(52,489)
Services and Other Operating Expenditures	1,903,069	1,848,804	1,876,668	1,935,348	(58,680)	(86,544)
Depreciation	34,000	53,602	53,602	56,349	(2,747)	(2,747)
Total Expenses	5,184,155	5,456,233	5,535,009	5,571,609	(36,601)	(115,377)
Operating Income	152,640	10,436	(215,998)	(231,997)	(15,999)	(242,433)
Fund Balance						
Beginning Balance (Unaudited)	1,210,746	1,210,746	1,210,746	1,210,746		
Audit Adjustment	-	-	(69,796)	(69,796)		
Beginning Balance (Audited)	1,210,746	1,210,746	1,140,950	1,140,950		
Operating Income (including Depreciation)	152,640	10,436	(215,998)	(231,997)		
Ending Fund Balance	1,363,386	1,221,182	924,952	908,953		
Capital Outlay	20,000	14,982	14,982	-		
Total ADA	470.0	442.0	434.8	434.8	0.0	(7.1)

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating loss of **(-\$231,997)**, a \$242,433 decrease from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement (-\$55,704)

Decrease in LCFF entitlement due to decrease of 7 ADA.

Federal Revenue (-\$64,770)

Charter School Facility Incentive Grant (CSFIG) revenue of \$95K was removed due to ineligibility. National School Lunch Program (NSLP) revenue of \$37K and Title I of \$3K was over budget which was offset by special education for \$10K.

Local Revenues (-\$5,730)

Food service sales came in lower than budgeted.

Compensation and Benefits \$26,403

An administrator was budgeted for a full year, however, they left in March. An additional month of salary was also incorrectly budgeted for certificated admin. The reduced salaries resulted in a corresponding reduction in benefits.

Books and Supplies (-\$52,489)

The difference was mostly due to food, instructional materials and books coming in over budget totaling \$56K. These were offset by miscellaneous expenses of \$3K.

Services and Other Operating Expenditures (-\$86,544)

Contracted substitutes, operations and housekeeping, and special education contract instructors were all over budget, total impact of \$152K. These expenses were offset by professional development, other professional services and miscellaneous expenses which were all under budget totaling \$71K.

MAGNOLIA SCIENCE ACADEMY -3

	Approved Budget June 8th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,245,387	4,352,807	4,249,844	4,255,160	5,316	(97,647)
Federal Revenue	574,033	493,745	493,878	473,427	(20,451)	(20,318)
Other State Revenues	694,406	879,335	683,539	683,465	(74)	(195,870)
Local Revenues	24,785	40,114	47,056	47,090	34	6,976
Fundraising and Grants	19,018	19,018	19,046	16,594	(2,452)	(2,424)
Total Revenue	5,557,629	5,785,019	5,493,363	5,475,736	(17,627)	(309,284)
Expenses						
Compensation and Benefits	2,812,109	3,370,541	3,344,372	3,288,967	55,405	81,574
Books and Supplies	454,542	401,887	429,020	420,743	8,277	(18,855)
Services and Other Operating Expenditures	1,935,913	2,087,914	2,025,279	2,100,195	(74,916)	(12,281)
Depreciation	12,000	19,096	19,096	19,096	0	0
Total Expenses	5,214,564	5,879,439	5,817,767	5,829,001	(11,234)	50,438
Operating Income	343,065	(94,419)	(324,404)	(353,265)	(28,861)	(258,846)
Fund Balance						
Beginning Balance (Unaudited)	976,777	976,777	976,777	976,777		
Audit Adjustment	-	-	(1,355)	(1,355)		
Beginning Balance (Audited)	976,777	976,777	975,422	975,422		
Operating Income (including Depreciation)	343,065	(94,419)	(324,404)	(353,265)		
Ending Fund Balance	1,319,842	882,358	651,018	622,157		
Capital Outlay	70,000	70,000	-	-		
Total ADA	434.3	443.9	433.4	433.4	-	(10.5)

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **(-\$353,265)**, a \$258,846 decrease from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement (-\$97,647)

Decrease in LCFF entitlement due to decrease of 10 average daily attendance.

Federal Revenue (-\$20,318)

Other federal revenue actuals were less than the budget as the e-rate reimbursement was lower than projected as some technology purchases were not eligible for reimbursement.

Other State Revenue (-\$195,870)

Charter School Facility Incentive Grant (CSFIG) was originally budgeted in SB740-Facilities for \$190K. However, MSA-3 will not receive CSFIG as the certification documents were never submitted to the Charter School Finance Authority (CSFA) in 2014. As a result, MSA-3 did not receive this money. The remaining miscellaneous expenses were \$6K over budget.

Local Revenues \$6,976

Food service sales for \$2k and Option 3 grant for \$5k came in higher than budgeted.

Donations/Fundraising (-\$2,424)

Fundraising and donations were budgeted based on FY15-16, however, the actuals FY17 were lower.

Compensation and Benefits \$81,574

Removed a placeholder for a match coach not filled and salary was adjusted for three teachers which resulted in savings of \$15K. One extra month was budgeted for admin staff for \$27K. Health and Welfare benefits of \$36K were under budget along with miscellaneous benefits for \$3K.

Books and Supplies (-\$18,855)

The main items that were over budget are food for \$16K and educational software for \$38K.

Services and Other Operating Expenditures (-\$12,281)

Contracted substitutes, operations and housekeeping, and special education contract instructors and miscellaneous expenses were all over budget with a total impact of \$155K. These expenses were offset by professional development for \$38K and other professional services for \$31K which were all under budget.

MAGNOLIA SCIENCE ACADEMY - 4

	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	1,772,032	1,818,445	1,825,155	1,828,007	2,852	9,562
Federal Revenue	252,308	247,687	250,670	213,233	(37,437)	(34,454)
Other State Revenues	141,453	267,852	266,779	268,292	1,513	440
Local Revenues	20,867	22,430	28,503	28,502	(1)	6,071
Fundraising and Grants	10,000	12,374	22,206	23,203	998	10,830
Total Revenue	2,196,660	2,368,788	2,393,313	2,361,237	(32,076)	(7,551)
Expenses						
Compensation and Benefits	1,172,519	1,295,516	1,250,746	1,183,252	67,495	112,264
Books and Supplies	158,736	132,807	120,875	117,077	3,798	15,729
Services and Other Operating Expenditures	667,206	701,330	747,989	672,224	75,765	29,106
Depreciation	9,221	15,656	15,656	15,656	(0)	(0)
Total Expenses	2,007,682	2,145,309	2,135,266	1,988,209	147,057	157,099
Operating Income	188,978	223,480	258,047	373,028	114,981	149,548
Fund Balance						
Beginning Balance (Unaudited)	567,722	567,722	763,641	763,641		
Audit Adjustment	-	-	(101,149)	(101,149)		
Beginning Balance (Audited)	567,722	567,722	662,491	662,491		
Operating Income (including Depreciation)	188,978	223,480	258,047	373,028		
Ending Fund Balance	756,700	791,202	920,538	1,035,519		
Capital Outlay						
	-	-	-	-		
Total ADA	180.5	186.2	186.5	186.5	-	0.3

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **\$373,028**, a \$149,548 increase from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement \$9,562

LCFF increased due to slight increase in average daily attendance of 0.3 from budget and correction of unduplicated counts.

Federal Revenue (-\$34,454)

E-rate was reduced by \$47K but was offset by National School Lunch Program (NSLP) revenue for \$13K which came in higher than budgeted.

Local Revenues \$6,071

Option 3 grant came in higher than budgeted.

Donations/Fundraising \$10,830

Fundraising and donations were budgeted based on FY15-16, however, the actuals FY17 were higher.

Compensation and Benefits \$112,264

Teacher salary savings of \$62.7K due to a teacher on leave, however, there was a corresponding increase to contracted substitutes. Certificated admin savings of \$13K due to an extra month of pay was budgeted. Classified support salaries were \$21K under budget as part time employees worked less hours than projected. Reduced salaries led to a decrease in total benefits for \$14.7K.

Books and Supplies \$15,729

The main items that were under budget which totaled \$24K are books, non-instructional materials, classroom furniture and other food. The items under budget of \$8K were miscellaneous expenses such as office supplies, yearbooks, and computers.

Services and Other Operating Expenditures \$29,106

Contracted substitutes for \$39K and special education contract instructors for \$44K are the main items over budget but were offset to create a savings due to technology services, professional development, other professional services and legal fees all \$113K under budget

MAGNOLIA SCIENCE ACADEMY - 5

	Approved Budget June 6th	Approved Budget February 9th	May 17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	1,539,136	1,660,532	1,650,101	1,652,001	1,900	(8,531)
Federal Revenue	176,079	164,096	224,838	213,304	(11,534)	49,208
Other State Revenues	150,386	177,416	195,813	196,036	222	18,619
Local Revenues	11,120	178,813	177,925	174,074	(3,851)	(4,740)
Fundraising and Grants	500	500	986	1,721	735	1,221
Total Revenue	1,877,220	2,181,357	2,249,663	2,237,135	(12,528)	55,778
Expenses						
Compensation and Benefits	1,064,348	1,218,813	1,159,632	1,140,838	18,794	77,974
Books and Supplies	185,900	171,607	250,882	189,625	61,258	(18,018)
Services and Other Operating Expenditures	594,065	655,357	699,244	595,692	103,552	59,665
Depreciation	17,201	4,774	4,774	7,177	(2,403)	(2,403)
Total Expenses	1,861,515	2,050,550	2,114,533	1,933,332	181,201	117,218
Operating Income	15,706	130,807	135,130	303,803	168,673	172,996
Fund Balance						
Beginning Balance (Unaudited)	951,134	951,134	1,144,335	1,144,335		
Audit Adjustment	-	-	(66,819)	(66,819)		
Beginning Balance (Audited)	951,134	951,134	1,077,516	1,077,516		
Operating Income (including Depreciation)	15,706	130,807	135,130	303,803		
Ending Fund Balance	966,840	1,081,941	1,212,647	1,381,319		
Capital Outlay						
	-	27,793	27,793	-		
Total ADA	168.9	177.7	176.3	176.3	-	(1.4)

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **\$303,803**, a \$172,996 increase from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement (-\$8,531)

Average daily attendance decreased by 1.5, causing a decrease in LCFF entitlement.

Federal Revenue \$49,208

Unspent prior year Title I money for \$52k was returned which was offset by bad debt expense. E-rates for \$25K came in lower than budgeted while Title I for \$18K and special education for \$5K came in higher.

Other State Revenue \$18,619

Increase in state revenue is due to the special education rate correction.

Local Revenues (-\$4,740)

Option 3 grant came in lower than budgeted.

Donations/Fundraising \$1,221

Fundraising and donations were budgeted based on FY15-16, however, the actuals FY17 were higher.

Compensation and Benefits \$77,974

The savings in payroll is mainly due to the staff positions not filled and one extra month was budgeted for certificated admin staff.

Books and Supplies (-\$18,018)

The main items that were over budget which totaled \$39K are food services, instructional materials, and computers but were offset by noncapitalized equipment and non-classroom related furniture for \$12K.

Services and Other Operating Expenditures \$59,665

Marketing and recruiting, rent and technology services were the main items that were \$103K under budget but were offset by other professional services for \$37K and miscellaneous expenses \$6K which include field trip, school programs and travel expenses.

MAGNOLIA SCIENCE ACADEMY - 6

	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	1,575,467	1,518,270	1,549,755	1,552,530	2,775	34,260
Federal Revenue	137,828	161,359	166,735	146,067	(20,668)	(15,293)
Other State Revenues	214,078	253,252	258,506	263,623	5,117	10,371
Local Revenues	14,120	10,512	16,046	13,193	(2,853)	2,681
Fundraising and Grants	10,000	11,100	14,850	14,850	-	3,750
Total Revenue	1,951,493	1,954,494	2,005,892	1,990,263	(15,629)	35,770
Expenses						
Compensation and Benefits	965,253	1,082,926	1,076,347	1,040,053	36,294	42,873
Books and Supplies	110,183	154,776	161,747	123,108	38,639	31,668
Services and Other Operating Expenditures	575,774	555,450	564,661	499,809	64,852	55,641
Depreciation	6,368	28,726	28,726	19,778	8,948	8,948
Total Expenses	1,657,578	1,821,878	1,831,481	1,682,747	148,733	139,130
Operating Income	293,915	132,616	174,412	307,516	133,104	174,900
Fund Balance						
Beginning Balance (Unaudited)	938,327	938,327	1,006,776	1,006,776		
Audit Adjustment	-	-	(61,339)	(61,339)		
Beginning Balance (Audited)	938,327	938,327	945,437	307,516		
Operating Income (including Depreciation)	293,915	132,616	174,412	307,516		
Ending Fund Balance	1,232,242	1,070,943	1,119,849	615,032		
Capital Outlay	20,000	-	-	-		
Total ADA	173.7	167.9	171.2	171.2	0.0	3.3

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **\$307,516**, a \$174,900 increase from the board approved budget

VARIANCE ANALYSIS

LCFF Entitlement \$34,260

Average daily attendance increased by 3.3, causing an increase in LCFF entitlement.

Federal Revenue (-\$15,293)

Other federal revenue actuals were less than the budget as the e-rate reimbursement was lower than projected as some technology purchases were not eligible for reimbursement.

Other State Revenue \$10,371

There is an increase of \$4K in SB740 revenue not previously budgeted due to additional invoices that were submitted for reimbursement to meet the ADA cap. Special education increased \$2K and prior year adjustment of \$4K.

Donations/Fundraising \$3,750

Fundraising and donations were budgeted based on FY15-16, however, the actuals FY17 were higher.

Compensation and Benefits \$42,873

The savings in payroll is due to the teacher salaries under budget because one teacher went on maternity leave and another teacher left. One extra month was budgeted for certificated admin staff.

Books and Supplies \$31,668

The main items that were \$38K under budget are food services, computers, noncapitalized equipment and classroom furniture. The items over budget of \$6K were miscellaneous expenses such as instructional materials and office supplies.

Services and Other Operating Expenditures \$55,641

Technology services, legal fees, marketing and recruiting and professional development were all under budget, totaling \$55K.

MAGNOLIA SCIENCE ACADEMY - 7

	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	2,671,595	2,599,553	2,588,482	2,586,389	(2,093)	(13,164)
Federal Revenue	346,072	421,493	254,745	229,977	(24,768)	(191,516)
Other State Revenues	578,580	622,567	629,151	651,548	22,397	28,981
Local Revenues	54,198	71,193	69,506	63,129	(6,376)	(8,064)
Fundraising and Grants	50,000	25,000	25,000	20,150	(4,850)	(4,850)
Total Revenue	3,700,444	3,739,806	3,566,884	3,551,194	(15,690)	(188,613)
Expenses						
Compensation and Benefits	1,710,715	1,723,704	1,672,960	1,613,033	59,927	110,671
Books and Supplies	333,447	306,250	301,250	292,979	8,271	13,271
Services and Other Operating Expenditures	1,557,568	1,626,862	1,633,545	1,554,055	79,490	72,808
Depreciation	45,027	36,918	37,295	20,286	17,009	16,632
Total Expenses	3,646,756	3,693,734	3,645,049	3,480,352	164,697	213,382
Operating Income	53,688	46,072	(78,165)	70,841	149,007	24,769
Fund Balance						
Beginning Balance (Unaudited)	922,760	922,760	939,109	939,109		
Audit Adjustment	-	-	8,244	8,244		
Beginning Balance (Audited)	922,760	922,760	947,353	947,353		
Operating Income (including Depreciation)	53,688	46,072	(78,165)	70,841		
Ending Fund Balance	976,448	968,832	869,188	1,018,194		
Capital Outlay	60,000	198,325	77,650	-		
Total ADA	291.4	284.7	283.1	283.1	-	(1.6)

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **\$70,841**, a \$24,769 increase from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement (-\$13,164)

Average daily attendance decreased by 1.6, causing a decrease in LCFF funding.

Federal Revenue (-\$191,516)

Charter School Facility Incentive Grant (CSFIG) was removed due to ineligibility. National School Lunch Program (NSLP) revenue was under budget by \$23K, which was offset by a \$169K reduction in food costs.

Other State Revenues \$28,981

Additional invoices were submitted for reimbursement under SB740 to meet the average daily attendance cap, which was not budgeted and resulted in a \$23K increase in revenue. \$6K prior year revenue that was not accrued was also not budgeted.

Local Revenues (-\$8,064)

The decrease in local revenue was due to Magnolia no longer selling uniforms.

Fundraising and Grants (-\$4,850)

Fundraising and donations were budgeted based on FY15-16, however, the actuals for FY17 were lower.

Compensation and Benefits \$110,671

Teacher salaries were \$66.7K under budget because a part-time resource teacher was budgeted, but the position was never filled. One teacher was on leave for a short time, but this resulted in a corresponding contracted substitute expense. Stipends and PTO payouts were also slightly under budget. Certificated administrative salaries were \$14K less than the budget because an extra month was budgeted. There was a corresponding decrease in benefits of \$27K due to the reduced salary expense.

Books and Supplies \$13,271

Books, food, and custodial supplies were underspent by \$36K, which was offset by noncapitalized equipment being overspent by \$22.8K.

Service and Other Operating Expenditures \$72,808

Contracted substitutes, repairs, and consultants were over budget by \$34K. These were offset by underspent professional development, legal fees, communications, utilities, operations and housekeeping, dues and memberships, payroll fees of \$71.9K. An additional \$34.9K was saved due to special education contract instructors, technology services, accounting and banking fees, field trip expenses, and other miscellaneous operating expenses all coming in under budget.

Depreciation \$16,632

Budgeted depreciation was estimated, and actuals came in lower based on actual capital expenses and date placed in service.

MAGNOLIA SCIENCE ACADEMY - 8

	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,438,632	4,440,491	4,522,135	4,526,038	3,903	85,547
Federal Revenue	296,081	297,469	308,278	309,445	1,167	11,976
Other State Revenues	508,978	620,258	633,323	635,664	2,341	15,406
Local Revenues	90,229	70,411	53,088	53,088	-	(17,323)
Fundraising and Grants	20,000	20,000	20,000	18,851	(1,149)	(1,149)
Total Revenue	5,353,920	5,448,629	5,536,824	5,543,087	6,263	94,458
Expenses						
Compensation and Benefits	2,842,777	2,822,906	2,832,803	2,773,282	59,521	49,624
Books and Supplies	297,700	420,157	444,657	325,823	118,834	94,334
Services and Other Operating Expenditures	2,081,816	2,142,840	2,103,182	2,013,952	89,230	128,888
Depreciation	68,156	84,873	84,873	67,806	17,067	17,067
Total Expenses	5,290,449	5,470,776	5,465,515	5,180,863	284,652	289,913
Operating Income	63,471	(22,148)	71,309	362,224	290,915	384,371
Fund Balance						
Beginning Balance (Unaudited)	3,019,921	3,019,921	3,061,348	3,061,348		
Audit Adjustment	-	-	(90,501)	(90,501)		
Beginning Balance (Audited)	3,019,921	3,019,921	2,970,847	2,970,847		
Operating Income (including Depreciation)	63,471	(22,148)	71,309	362,224		
Ending Fund Balance	3,083,391	2,997,773	3,042,156	3,333,071		
Capital Outlay						
	84,000	84,000	84,000	-		
Total ADA	477.7	477.7	485.7	485.7	-	8.0

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **\$362,224**, a \$384,372 increase from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement \$85,547

LCFF increased due because average daily attendance was 8.0 more than the budget.

Federal Revenue \$11,976

There was an increase of \$1.4K in special education, \$4.1K in Title I, and \$6.4K in other federal revenue due to LEA billing.

Other State Revenue \$15,406

Increase in state revenue for prior year adjustment of \$11K, and \$3.6K in state special education entitlement due to a rate change.

Local Revenues (-\$17,323)

No revenue from field trips was received, and came in under budget by \$10.2K. All other local revenue was adjusted down to actuals by \$17K. The budget for both had been based on prior years. Option 3 increased by \$10K.

Compensation and Benefits \$49,624

Teacher salaries were under budget by \$5.9K as stipends for Saturday school, home visits and parent teach college were slightly lower than budgeted. Certificated admin salaries were \$21K under budget as an additional month of salary was incorrectly budgeted. Classified support salaries were \$12K lower than the budget as part time employees worked less hours than budgeted. Lower salaries led to a \$10.6K decrease in benefits.

Books and Supplies \$94,334

The difference was mostly due to food coming in under budget by \$81K. Art & music supplies, noncapitalized equipment, instructional materials and supplies, and yearbooks were all under budget by \$33.7K. While classroom furniture, equipment and supplies, educational software, and miscellaneous other expenses were over budget by \$26.4K.

Services and Other Operating Expenditures \$128,888

Operations and housekeeping, equipment leases, consultants, special education instructors and special education encroachment, and prior year expenses all came in under budget, resulting in a savings of \$128.9K.

Depreciation \$17,067

Budgeted depreciation was estimated, and actuals came in lower based on actual capital expenses and date placed in service.

MAGNOLIA SCIENCE ACADEMY – SANTA ANA

	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,595,312	5,465,892	5,516,915	5,507,828	(9,087)	41,936
Federal Revenue	394,527	783,158	766,482	704,895	(61,586)	(78,263)
Other State Revenues	345,918	556,982	577,993	583,783	5,790	26,801
Local Revenues	16,505	26,185	24,687	26,463	1,776	278
Fundraising and Grants	22,000	27,854	49,346	55,680	6,334	27,826
Total Revenue	5,374,262	6,860,071	6,918,148	6,878,649	(39,499)	18,578
Expenses						
Compensation and Benefits	3,059,757	3,768,383	3,817,416	3,754,942	62,474	13,441
Books and Supplies	691,730	829,376	987,499	986,261	1,238	(156,885)
Services and Other Operating Expenditures	1,775,769	2,087,914	2,170,129	2,125,629	44,500	(37,716)
Depreciation	397,234	373,813	373,813	434,567	(60,753)	(60,753)
Total Expenses	5,924,489	7,059,486	7,348,859	7,301,399	47,459	(241,913)
Operating Income	(550,228)	(199,416)	(430,711)	(422,751)	7,960	(223,335)
Fund Balance						
Beginning Balance (Unaudited)	8,212,887	8,212,887	8,291,101	8,291,101		
Audit Adjustment	-	-	7,820	7,820		
Beginning Balance (Audited)	8,212,887	8,212,887	8,298,921	8,298,921		
Operating Income (including Depreciation)	(550,228)	(199,416)	(430,711)	(422,751)		
Ending Fund Balance	7,662,659	8,013,471	7,868,210	7,876,170		
Capital Outlay	13,389,061	115,124	115,124	-		
Total ADA	511.5	606.0	610.7	610.7	-	4.7

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating loss of **(-\$422,751)**, a \$223,335 decrease from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement \$41,936

LCFF actuals were \$41K higher than the budget as P-2 ADA was 4.7 more than the approved budget.

Federal Revenue (-\$78,263)

National School Lunch Program (NSLP) revenue actuals were \$19K less than the budget. The budget assumed a 5% loss in the food program, but year ended with a 23% loss. Title I final entitlement was \$9.6K less than the approved budget. Other federal revenue actuals were \$50K less than the budget as the e-rate reimbursement was lower than projected as some technology purchases were not eligible for reimbursement.

Other State Revenue \$26,801

Special education revenue increased \$5K from the approved budget due to a rate increase. Special education reimbursement increased \$24K as no mental health reimbursement revenue was budgeted. State NSLP revenue was \$4K higher than the budget, but overall, revenue was

\$15K less than projected (state and federal combined). Mandate block grant was \$8K lower than the budget due to a rate change for the one-time funding.

Fundraising and Grants \$27,826

Fundraising and donations were \$27K higher than the budget.

Compensation and Benefits \$13,441

Teacher salaries were \$26.8K lower than budget due to teacher turnover. However, this was offset by the increase in contracted substitutes as these positions were waiting to be filled. Certificated admin salaries were \$8.5K lower than the budget as an extra month of salary was budgeted. Classified employee salaries were \$73K over budget as the hours worked for hourly employees were underbudgeted. Also, no PTO payouts were budgeted for classified employees. There was a savings of \$51K in benefits largely due to health and welfare benefits were over budgeted.

Books and Supplies (-\$156,885)

Classroom furniture was \$136K over budget as this was originally planned to be a part of the Prop 1D budget. However, since the individual value of these items were less than \$5K, they could not be capitalized and it hit the operating budget. Materials and supplies were \$19K over budget as well. Computers were \$33K under budget, which led to some savings under books and supplies. Student food, however, was \$27K over budget as this school experienced a large loss in its food program.

Services and Other Operating Expenditures (-\$37,716)

Utilities were overbudgeted by \$77K as the monthly expense was much lower than had been expected. The equipment lease was \$7.9K lower than budgeted as the monthly expense and overage charges were less. Prior year expenses (not accrued) were \$56K over budget due to the returning of Prop 39 Clean Energy Funds. Professional development was \$22K over budget and the substitute cost was \$43K over budget to cover unfilled positions. Communications expense was \$15K higher than the budget. There was a savings of \$12K in marketing and student recruiting.

Depreciation (-\$60,753)

Budgeted depreciation was estimated, and actuals came in higher based on actual capital expenses and date placed in service.

MAGNOLIA SCIENCE ACADEMY – SAN DIEGO

	Approved Budget June 8th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	3,365,610	3,067,041	3,031,463	3,033,354	1,891	(33,687)
Federal Revenue	133,928	139,972	105,749	107,314	1,565	(32,658)
Other State Revenues	301,331	386,040	528,352	486,125	(42,227)	100,085
Local Revenues	55,036	88,597	75,780	75,700	(80)	(12,897)
Fundraising and Grants	20,000	23,827	36,064	36,064	-	12,237
Total Revenue	3,875,905	3,705,478	3,777,547	3,738,557	(38,990)	33,079
Expenses						
Compensation and Benefits	2,155,725	2,258,898	2,307,318	2,285,583	21,735	(26,686)
Books and Supplies	163,559	180,455	173,955	133,237	40,718	47,218
Services and Other Operating Expenditures	1,325,125	1,181,986	1,249,823	1,216,565	33,258	(34,579)
Depreciation	44,619	39,460	39,460	39,157	303	303
Total Expenses	3,689,029	3,660,800	3,770,556	3,674,543	96,014	(13,743)
Operating Income	186,876	44,678	6,991	64,014	57,024	19,336
Fund Balance						
Beginning Balance (Unaudited)	1,053,661	1,053,661	1,173,620	1,173,620		
Audit Adjustment	-	-	960	960		
Beginning Balance (Audited)	1,053,661	1,053,661	1,174,581	1,174,581		
Operating Income (including Depreciation)	186,876	44,678	6,991	64,014		
Ending Fund Balance	1,240,537	1,098,339	1,181,571	1,238,595		
Capital Outlay						
	-	-	-	-		
Total ADA	453.6	413.0	407.9	407.9	-	(5.1)

SUMMARY OF RESULTS

FY16-17 unaudited actuals ended with an operating income of **\$64,014**, a \$19,336 increase from the board approved budget.

VARIANCE ANALYSIS

LCFF Entitlement (-\$33,687)

LCFF actuals were \$33K lower than the budget because actual P-2 ADA was 5.1 less than the budgeted ADA.

Federal Revenue (-\$32,658)

E-rate reimbursement was budgeted, however, MSA-SD does not receive this. This led to a reduction of \$35K in federal revenue, and a corresponding reduction in communication expense. Special education revenue, child nutrition, title funding, and other federal revenue were all slightly higher than the budget with an overall increase of \$2.8K.

Other State Revenue \$100,805

MSA-SD received the ASES grant for \$81,000, which was not budgeted. A corresponding expense to YMCA was also incurred. Prior year revenue that was not accrued and mental health reimbursements were both not budgeted, resulting in an increase of \$20K to revenue.

Compensation and Benefits (-\$26,686)

Teacher salaries were \$25K over budget as part time teachers worked more hours than budgeted. PTO payouts were also slightly higher than the budget. Certificated admin salaries were \$29K under budget as an additional month of salary was budgeted for these employees. Health and welfare benefits were \$24K over budget as more employees were on the family plan than budgeted.

Books and Supplies \$47,218

No books or reference materials were purchased, which resulted in \$10K savings. Materials and supplies were \$33K under budget. Classroom furniture was \$5K under budget.

Services and Other Operating Expenditures (-\$34,579)

After school expense was not budgeted for \$81K, which nets with the revenue that was also not budgeted. Communications expense was \$25K under budget, which nets with the e-rate reimbursements that were incorrectly budgeted. Travel and conferences were \$16K under budget. Other professional services was \$6K under budget.

MERF

	Approved Budget September 8th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
Local Revenues	6,242,850	6,410,367	6,419,837	6,508,092	88,255	97,725
Fundraising and Grants	150,000	150,000	150,000	86,850	(63,150)	(63,150)
Total Revenue	6,392,850	6,560,367	6,569,837	6,594,942	25,104	34,575
Expenses						
Compensation and Benefits	3,467,487	3,567,998	3,564,740	3,504,360	60,380	63,638
Books and Supplies	75,821	84,820	84,820	56,323	28,497	28,497
Services and Other Operating Expenditures	2,537,455	2,616,824	2,701,431	2,520,256	181,175	96,568
Depreciation	7,666	1,440	1,440	1,440	(0)	(0)
Total Expenses	6,088,429	6,271,082	6,352,431	6,082,379	270,053	188,703
Operating Income	304,421	289,286	217,406	512,563	295,157	223,278
Fund Balance						
Beginning Balance (Unaudited)	(285,175)	(285,175)	(285,175)	(285,175)		
Audit Adjustment	284,225	284,225	284,225	284,225		
Beginning Balance (Audited)	(950)	(950)	(950)	(950)		
Operating Income	304,421	289,286	217,406	512,563		
Ending Fund Balance	303,471	288,335	216,456	511,613		
Capital Outlay	-	-	-	-		

Summary of Results

FY16-17 unaudited actuals ended with an operating income of **\$512,563**, a \$223,278 increase from the board approved budget. The preliminary unaudited amount does not include the absorption of the MSA-Santa Clara net deficit, estimated to be approximately \$1.2M. The final audit reports will likely reflect the adjustment once verified by the auditors.

Variance Analysis

Other Local Revenue/Fundraising \$34,575

Reimbursement for shared employees was \$16K higher as the benefits for these employees were more than the budget. Home office received grants and donations that were \$18K higher than the budget.

Compensation and Benefits \$63,638

Classified administrative employees were \$25K under budget as an employee left during the year and the position was not refilled. The open position for a payroll clerk was also not filled. Classified support salaries were \$24K under budget as the expense for interns was lower than expected. Accrued vacation was also \$10K lower than the budget. The reduced salary expense also resulted in lower than budgeted benefits with a savings of \$12.8K.

Books and Supplies \$28,497

Other food expenses (i.e. catering for meetings and events) was \$23K less than the budget. The remaining \$5K savings was due to materials and supplies were under budget.

Services and Other Operating Expenditures \$96,568

Travel and conferences were \$14K under budget and insurance was \$13K under budget. Other professional services were \$103K under budget for various reasons. Board on Track was \$16K lower than budgeted as the two trainings did not occur. LearningTech, Parent Teach College, and the buffer for other miscellaneous services were all also under budget. Legal fees and tuition reimbursements were under budget by \$20K and \$45K, respectively. Prior year expenses were \$90K over budget for MSA-SC related expenses and other expenses that were not accrued. Technology services were \$21K over budget.

Exhibits



2016-17 Balance Sheet



	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SC	MSA-SD	MERF	Total
6/30/2017													
Assets													
Cash Balances	\$ 1,311,426	\$ 780,732	\$ 178,629	\$ 776,350	\$ 1,000,807	\$ 754,059	\$ 830,140	\$ 925,839	\$ 1,576,509	\$ -	\$ 726,668	\$ 52,671	\$ 8,913,830
Accounts Receivable	1,315,491	372,688	317,620	175,939	226,140	156,272	271,397	384,872	106,615	234,113	441,541	111,097	\$ 4,113,784
Prepaid Deposits	26,416	21,801	21,877	8,944	17,927	17,566	27,379	20,446	48,619	56,590	43,611	69,438	\$ 380,615
Fixed Assets, Net	4,102,451	148,091	67,881	53,729	22,356	51,733	31,590	183,684	17,710,983	132,247	307,291	17,723	\$ 22,829,757
Intercompany Receivable	472,939	143,253	366,533	253,943	256,101	450,000	112,105	2,073,307	15,416	38,023	47,573	4,455,277	\$ 8,684,468
Total Assets	\$7,228,723	\$1,466,565	\$ 952,541	\$1,268,904	\$ 1,523,331	\$1,429,630	\$ 1,272,610	\$ 3,588,147	\$ 19,458,142	\$460,973	\$1,566,684	\$ 4,706,206	\$ 44,922,454
Liabilities & Equity													
AP & Accrued Expenses	\$ 233,731	\$ 353,070	\$ 217,127	\$ 56,279	\$ 113,039	\$ 53,807	\$ 109,231	\$ 189,539	\$ 333,116	\$ 445,890	\$ 146,522	\$ 442,729	\$ 2,694,082
Intercompany Balances Payable	427,811	204,541	113,256	176,605	28,872	122,870	145,185	65,537	2,516,865	747,883	29,762	4,105,282	\$ 8,684,468
Loans and other payables	2,800,000	-	-	-	-	-	-	-	8,731,990	35,646	151,806	(353,418)	\$ 11,366,024
Temporarily Restricted	166,231	108,630	113,324	123,305	70,860	51,109	52,741	57,367	133,365	85,451	185,098	-	\$ 1,147,480
Beginning Net Assets - Audited	2,994,182	1,032,320	862,098	539,187	1,006,656	894,329	894,612	2,913,480	8,165,556	(817,028)	989,482	(950)	\$ 19,473,924
Net Income (Loss) to Date	606,767	(231,997)	(353,265)	373,529	303,903	307,516	70,841	362,224	(422,751)	(36,868)	64,014	512,563	\$ 1,556,477
Total Liabilities & Equity	\$7,228,723	\$1,466,565	\$ 952,540	\$1,268,904	\$ 1,523,331	\$1,429,630	\$ 1,272,610	\$ 3,588,147	\$ 19,458,142	\$460,973	\$1,566,684	\$ 4,706,206	\$ 44,922,454

FY16 vs FY17 Balance Sheet

	6/30/2017	6/30/2016	YTD Change
Assets			
Cash Balances	\$ 8,913,830	\$ 14,371,421	\$ (5,457,591)
Accounts Receivable	4,113,784	4,447,242	(333,457)
Prepays Deposits	380,615	144,150	236,465
Fixed Assets, Net	22,829,757	16,692,757	6,137,000
Intercompany Receivable	8,684,468	4,831,068	3,853,400
Total Assets	\$44,922,454	\$40,486,638	\$4,435,816
Liabilities & Equity			
AP & Accrued Expenses	\$ 2,694,082	\$ 3,178,148	\$ (484,067)
Deferred Revenue	-	61,355	(61,355)
Intercompany Balances Payable	8,684,468	4,831,068	3,853,400
Loans and other payables	11,366,024	11,794,663	(428,639)
Temporarily Restricted	1,147,480	6,795,758	(5,648,278)
Beginning Net Assets - Audited	19,473,924	5,845,609	13,628,315
Net Income (Loss) to Date	1,556,477	7,980,037	(6,423,561)
Total Liabilities & Equity	\$44,922,454	\$40,486,638	\$4,435,816

Intercompany Balances

Total cumulative intercompany payable/receivable was \$8.68M at 6/30

Intercompany Borrowing (excluding CMO fees)

	Due To											
	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SC	MSA-SD	MERF
MSA-1		12,048	6,532	2,186	-	-	-	-	2,255	-	-	288,759
MSA-2	-		-	1,490	2,180	-	-	-	-	-	2,420	9,395
MSA-3	-	-		-	-	-	-	-	2,387	-	2,411	108,457
MSA-4	-	-	15,343		-	-	-	-	2,954	-	-	4,031
MSA-5	-	-	15,343	-		-	-	-	-	2,857	5,233	5,438
MSA-6	-	-	15,343	-	-		-	-	-	669	-	4,516
MSA-7	-	-	15,343	-	-	-		-	-	791	-	129,051
MSA-8	-	-	-	-	-	-	-		-	2,002	-	11,186
MSA-SA	-	-	-	-	-	-	-	-		14,121	-	2,187,823
MSA-SC	-	-	-	-	-	-	-	-	-	-	-	747,883
MSA-SD	-	-	-	-	-	-	-	-	-	-	-	29,762
MERF	472,939	131,205	-	250,267	150,000	450,000	-	2,073,307	7,820	17,582	960	

Prepaid CMO Fee and (Payables)

MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SD
(116,031.71)	(189,055.32)	298,628.92	(154,276.98)	103,920.85	(102,341.91)	112,104.64	(52,348.31)	(314,921.35)	36,548.22

*CMO Fees were settled with all sites, except MSA-SA, in July 2017

Intercompany Balances

Total FY16-17 intercompany payable/receivable was \$5.62M at 6/30

Intercompany Borrowing (excluding CMO fees)

	Due To											MERF	
	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SC	MSA-SD		
MSA-1		12,048	348	6,532	-	-	-	-	-	-	-	-	288,759
MSA-2	-		-	-	-	-	-	-	-	-	-	-	9,395
MSA-3	-	-		-	-	-	-	-	1,883	-	-	-	10,699
MSA-4	-	-	15,343		-	-	-	-	2,954	-	-	-	4,031
MSA-5	-	-	15,343	15,343		-	-	-	-	-	-	-	5,438
MSA-6	-	-	15,343	15,343	-		-	-	-	-	-	-	4,516
MSA-7	-	-	15,343	15,343	-	-		-	-	-	-	-	9,051
MSA-8	-	-	-	-	-	-	-		-	-	-	-	11,186
MSA-SA	-	-	-	-	-	-	-	-		-	-	-	1,783,695
MSA-SC	-	-	-	-	-	-	-	-	-		-	-	18,915
MSA-SD	-	-	-	-	-	-	-	-	-	-		-	28,064
MERF	140,030	4,793	-	-	50,000	150,000	-	1,460,548	7,820	17,582	960		

Prepaid CMO Fee and (Payables)

MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SD
(654.41)	53,325.38	(593.04)	(49.08)	(49.08)	(49.08)	(409.00)	(654.41)	(254,921.35)	36,548.22

MAGNOLIA PUBLIC SCHOOLS - CONSOLIDATEDBoard Approved Budget vs. Current Forecast
UAR FY17

	Budget					
	Approved Budget July/Sept 2016	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)
SUMMARY						
Revenue						
LCFF Entitlement	33,973,830	34,523,569	34,461,399	34,483,963	22,564	(39,606)
Federal Revenue	3,351,379	4,434,404	4,200,251	3,988,010	(212,241)	(446,394)
Other State Revenues	4,188,588	5,466,121	5,467,228	5,467,410	182	1,288
Local Revenues	6,682,886	7,080,455	7,110,633	7,166,381	55,748	85,926
Fundraising and Grants	382,518	386,755	434,399	367,738	(66,661)	(19,017)
Total Revenue	48,579,200	51,891,304	51,673,909	51,473,501	(200,408)	(417,803)
Expenses						
Compensation and Benefits (excl adjustment)	25,599,982	27,973,200	27,911,956	27,330,817	581,139	642,383
Books and Supplies	3,270,502	3,780,627	4,160,966	3,786,166	374,800	(5,539)
Services and Other Operating Expenditures	17,681,744	18,434,384	18,611,054	17,936,308	674,745	498,075
Depreciation	823,259	804,525	804,902	827,465	(22,563)	(22,940)
Total Expenses	47,375,486	50,992,735	51,488,877	49,880,757	1,608,121	1,111,978
Operating Income Before One-Time Adjustment	1,203,714	898,569	185,032	1,592,744	1,407,712	694,175
Fund Balance						
Beginning Balance (Unaudited)	20,766,592	20,749,323	20,749,323	20,749,323		
Audit Adjustment	284,225	(127,921)	(127,921)	(127,921)		
Beginning Balance (Audited)	21,050,817	20,621,401	20,621,401	20,621,401		
Operating Income (including Depreciation)	1,203,714	898,569	185,032	1,592,744		
Ending Fund Balance	22,254,531	21,949,386	20,806,433	22,214,145		
Capital Outlay	13,743,061	1,050,224	859,549	-		
Total ADA	3679.5	3721.1	3710.0	3710.0	-	(11.1)

MAGNOLIA PUBLIC SCHOOLS - CONSOLIDATEDBoard Approved Budget vs. Current Forecast
UAR FY17

		Budget						
		Approved Budget July/Sept 2016	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)	
REVENUE		-	-	-	-			
LCFF Entitlement		-	-	-	-	-	-	
8011	Charter Schools LCFF - State Aid	21,594,621	21,778,533	21,125,341	21,234,756	109,415	(543,777)	
8012	Education Protection Account Entitlement	4,523,140	4,372,560	3,965,503	3,878,716	(86,787)	(493,844)	
8019	State Aid - Prior Years	-	2,189	6,797	6,797	-	4,608	
8096	Charter Schools in Lieu of Property Taxes	7,856,068	8,370,287	9,363,758	9,363,694	(64)	993,407	
		-	-	-	-			
SUBTOTAL - LCFF Entitlement		33,973,830	34,523,569	34,461,399	34,483,963	22,564	(39,606)	
8100 Federal Revenue		-	-	-	-			
8181	Special Education - Entitlement	609,428	598,169	591,040	591,976	936	(6,193)	
8220	Child Nutrition Programs	997,755	1,075,039	1,075,428	1,054,311	(21,117)	(20,728)	
8291	Title I	1,086,273	1,252,125	1,270,788	1,279,197	8,409	27,072	
8292	Title II	30,111	28,220	15,157	15,285	128	(12,935)	
8293	Title III	52,733	39,962	50,886	63,780	12,894	23,818	
8296	Other Federal Revenue	575,079	1,213,404	916,715	703,183	(213,532)	(510,221)	
		-	-	-	-			
SUBTOTAL - Federal Income		3,351,379	4,434,404	4,200,251	3,988,010	(212,241)	(446,394)	
8300 Other State Revenues		-	-	-	-			
8381	Special Education - Entitlement (State)	2,017,772	2,011,743	2,032,020	2,034,137	2,117	22,394	
8382	Special Education Reimbursement (State)	-	-	76,478	33,506	(42,972)	33,506	
8520	Child Nutrition - State	78,970	87,157	87,157	88,978	1,821	1,821	
8545	School Facilities Apportionments	798,803	853,901	663,585	690,499	26,914	(163,402)	
8550	Mandated Cost Reimbursements	71,577	773,734	755,845	755,844	(1)	(17,890)	
8560	State Lottery Revenue	595,378	703,294	701,194	694,429	(6,765)	(8,864)	
8596	ASES	626,088	626,088	705,468	708,000	2,532	81,912	
		-	-	-	-			
SUBTOTAL - Other State Income		4,188,588	5,466,121	5,467,228	5,467,410	182	1,288	
8600 Other Local Revenue		-	-	-	-			
8634	Food Service Sales	36,016	41,402	41,587	39,473	(2,114)	(1,929)	
8682	Summer Program	85,000	188,744	188,744	188,744	-	-	
8690	Other Local Revenue	55,111	118,897	121,150	168,234	47,084	49,337	
8714	COP Option 3 Grants	98,446	236,047	304,386	301,308	(3,079)	65,260	

MAGNOLIA PUBLIC SCHOOLS - CONSOLIDATEDBoard Approved Budget vs. Current Forecast
UAR FY17

		Budget					
		Approved Budget July/Sept 2016	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)
SUBTOTAL - Local Revenues		-	-	-	-		
		6,682,886	7,080,455	7,110,633	7,166,381	55,748	85,926
8800	Donations/Fundraising	-	-	-	-		
8801	Donations - Parents	17,818	5,200	5,200	104	(5,096)	(5,096)
8802	Donations - Private	242,200	249,698	210,211	146,434	(63,777)	(103,264)
SUBTOTAL - Fundraising and Grants		-	-	-	-		
		382,518	386,755	434,399	367,738	(66,661)	(19,017)
TOTAL REVENUE		48,579,200	51,891,304	51,673,909	51,473,501	(200,408)	(417,803)

MAGNOLIA PUBLIC SCHOOLS - CONSOLIDATEDBoard Approved Budget vs. Current Forecast
UAR FY17

		Budget						
		Approved Budget July/Sept 2016	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)	
EXPENSES		-	-	-	-			
Compensation & Benefits		-	-	-	-			
Certificated Employees Summary		-	-	-	-			
1100	Teachers Salaries	12,048,705	12,766,612	12,651,561	12,511,550	140,011	255,062	
1300	Certificated Supervisor & Administrator Salaries	3,441,125	3,957,465	3,975,986	3,766,864	209,122	190,601	
		-	-	-	-			
	SUBTOTAL - Certificated Employees	15,489,830	16,724,077	16,627,547	16,278,414	349,133	445,663	
Classified Employees Summary		-	-	-	-			
2400	Classified Clerical & Office Salaries	3,108,304	3,427,474	3,419,025	3,391,601	27,424	35,873	
2900	Classified Other Salaries	1,492,408	1,755,721	1,750,436	1,760,711	(10,275)	(4,991)	
		-	-	-	-			
	SUBTOTAL - Classified Employees	4,600,712	5,183,195	5,169,461	5,152,312	17,148	30,882	
Employee Benefits Summary		-	-	-	-			
3100	STRS	1,853,927	2,070,689	2,055,614	2,032,391	23,223	38,298	
3200	PERS	187,112	329,786	340,588	325,265	15,323	4,520	
3300	OASDI-Medicare-Alternative	629,533	654,795	655,863	636,404	19,459	18,390	
3400	Health & Welfare Benefits	2,501,888	2,590,166	2,644,972	2,529,090	115,882	61,076	
3500	Unemployment Insurance	21,697	80,555	81,047	52,391	28,656	28,164	
3600	Workers Comp Insurance	225,995	246,676	245,434	250,834	(5,400)	(4,158)	
		-	-	-	-			
	SUBTOTAL - Employee Benefits	5,509,440	6,065,928	6,114,947	5,900,090	214,857	165,838	

MAGNOLIA PUBLIC SCHOOLS - CONSOLIDATEDBoard Approved Budget vs. Current Forecast
UAR FY17

		Budget						
		Approved Budget July/Sept 2016	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)	
4000	Books & Supplies	-	-	-	-			
4100	Approved Textbooks & Core Curricula Materials	461,390	642,125	684,641	672,495	12,146	(30,369)	
4200	Books & Other Reference Materials	112,000	63,543	55,828	28,617	27,211	34,925	
4315	Custodial Supplies	54,077	71,077	67,258	63,798	3,460	7,279	
4320	Educational Software	170,000	155,988	204,395	189,845	14,549	(33,858)	
4325	Instructional Materials & Supplies	254,860	225,936	252,860	296,357	(43,497)	(70,421)	
4326	Art & Music Supplies	24,200	33,700	29,313	18,200	11,113	15,500	
4330	Office Supplies	149,599	191,600	189,026	180,311	8,716	11,289	
4345	Non Instructional Student Materials & Supplies	111,743	82,685	81,156	57,403	23,753	25,282	
4346	Teacher Supplies	13,650	24,137	25,426	20,770	4,656	3,367	
4350	Uniforms	15,200	22,216	22,716	30,896	(8,180)	(8,680)	
4400	Noncapitalized Equipment	77,025	95,707	116,703	53,769	62,934	41,939	
4420	Computers (individual items less than \$5k)	294,325	268,922	311,184	280,785	30,399	(11,863)	
4430	Non Classroom Related Furniture, Equipment & Sup	50,300	58,779	49,663	29,704	19,959	29,075	
4700	Food	1,350,673	1,649,802	1,713,750	1,525,877	187,873	123,925	
4720	Other Food	67,700	112,400	122,917	89,230	33,688	23,170	
	SUBTOTAL - Books and Supplies	3,270,502	3,780,627	4,160,966	3,786,166	374,800	(5,539)	
5000	Services & Other Operating Expenses	-	-	-	-			
5101	Shared Management Fee - CMO	5,966,395	6,074,999	6,074,999	6,074,999	0	0	
5102	Direct CMO Fee (Shared Staff)	276,455	310,263	310,263	326,639	(16,376)	(16,376)	
5210	Conference Fees	126,605	96,605	75,294	23,397	51,897	73,208	
5215	Travel - Mileage, Parking, Tolls	83,320	92,320	86,953	81,960	4,993	10,360	
5220	Travel and Lodging	136,847	65,847	63,851	49,311	14,540	16,536	
5300	Dues & Memberships	71,354	72,180	71,875	47,444	24,431	24,736	
5450	Insurance - Other	218,420	202,208	204,773	190,859	13,914	11,349	
5500	Operations & Housekeeping	112,493	298,077	308,180	283,628	24,552	14,449	
5510	Utilities - Gas and Electric	208,880	297,452	242,680	188,901	53,779	108,551	
5605	Equipment Leases	187,984	192,984	209,246	193,402	15,843	(418)	
5610	Rent	2,268,574	2,022,203	1,985,198	2,077,026	(91,828)	(54,822)	
5615	Repairs and Maintenance - Building	119,584	151,500	159,465	134,643	24,822	16,857	
5617	Repairs and Maintenance - Other Equipment	18,500	16,500	16,500	6,143	10,357	10,357	
5803	Accounting Fees	59,844	112,500	121,236	124,828	(3,591)	(12,328)	
5809	Banking Fees	30,058	34,445	36,238	28,625	7,613	5,820	
5813	School Programs - After School Program	639,693	644,693	723,822	703,913	19,909	(59,220)	
5814	School Programs - Academic Competitions	19,108	20,214	36,011	39,539	(3,528)	(19,326)	

MAGNOLIA PUBLIC SCHOOLS - CONSOLIDATED

Board Approved Budget vs. Current Forecast

UAR FY17

		Budget						
		Approved Budget July/Sept 2016	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)	
5819	School Programs - Other	39,600	59,000	121,606	113,561	8,045	(54,561)	
5820	Consultants - Non Instructional	167,077	125,100	119,911	93,908	26,003	31,192	
5822	Other Professional Services	1,386,796	1,403,626	1,332,515	1,169,265	163,250	234,360	
5824	District Oversight Fees	342,359	345,236	344,614	344,772	(158)	464	
5830	Field Trips Expenses	208,765	216,765	212,101	229,058	(16,957)	(12,293)	
5843	Interest - Loans Less than 1 Year	192,338	192,310	189,076	173,450	15,626	18,860	
5845	Legal Fees	365,000	530,000	507,121	427,790	79,331	102,210	
5851	Marketing and Student Recruiting	231,149	245,649	220,739	140,808	79,931	104,841	
5852	Receivable Sale Fees	-	-	-	-	-	-	
5857	Payroll Fees	185,461	196,311	191,874	177,785	14,090	18,527	
5861	Prior Yr Exp (not accrued)	-	118,058	303,153	347,200	(44,048)	(229,142)	
5863	Professional Development	637,275	744,175	580,483	501,854	78,629	242,320	
5869	Special Education Contract Instructors	798,336	843,336	904,278	912,427	(8,149)	(69,091)	
5872	Special Education Encroachment	419,086	433,480	430,458	430,631	(173)	2,849	
5884	Substitutes	382,038	383,950	561,587	628,808	(67,221)	(244,858)	
5887	Technology Services	531,336	588,116	597,300	525,045	72,256	63,071	
5900	Communications	304,140	310,000	275,610	221,714	53,896	88,286	
5915	Postage and Delivery	69,181	74,301	70,149	53,306	16,844	20,995	
		-	-	-	-	-	-	
	SUBTOTAL - Services & Other Operating Exp.	17,681,744	18,434,384	18,611,054	17,936,308	674,745	498,075	

MAGNOLIA PUBLIC SCHOOLS - CONSOLIDATED

Board Approved Budget vs. Current Forecast

UAR FY17

		Budget					
		Approved Budget July/Sept 2016	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)
6000	Capital Outlay	-	-	-	-		
6100	Sites & Improvement of Sites	120,000	20,000	-	-	-	20,000
6400	Equipment	100,000	120,024	120,024	-	120,024	120,024
6410	Computers (capitalizable items)	190,500	271,875	221,875	-	221,875	271,875
		-	-	-	-		
	SUBTOTAL - Capital Outlay	13,743,061	1,050,224	859,549	-	859,549	1,050,224
TOTAL EXPENSES		60,295,289	51,238,435	51,543,525	49,053,292	2,490,233	2,185,143
		-	-	-	-		
6900	Total Depreciation (includes Prior Years)	823,259	804,525	804,902	827,465	22,563	(22,940)
		-	-	-	-		
TOTAL EXPENSES including Depreciation		47,375,486	50,992,735	51,488,877	49,880,757	1,653,247	1,111,978

MAGNOLIA PUBLIC SCHOOLS - MSA-1

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	5,251,881	5,305,480	5,295,664	5,303,302	7,638	(2,178)
Federal Revenue	695,788	1,202,884	1,215,937	1,132,577	(83,360)	(70,306)
Other State Revenues	898,245	1,158,352	1,158,092	1,156,414	(1,678)	(1,937)
Local Revenues	60,107	84,550	104,554	105,499	945	20,949
Fundraising and Grants	56,000	69,360	69,180	65,297	(3,883)	(4,063)
Total Revenue	6,962,021	7,820,626	7,843,427	7,763,089	(80,338)	(57,536)
Expenses						
Compensation and Benefits	3,362,064	3,760,794	3,748,868	3,670,189	78,679	90,605
Books and Supplies	539,025	647,387	738,276	637,397	100,879	9,990
Services and Other Operating Expenditures	2,727,983	2,929,102	2,839,102	2,702,583	136,519	226,520
Depreciation	181,768	146,166	146,166	146,154	12	12
Total Expenses	6,810,840	7,483,449	7,472,411	7,156,322	316,089	327,127
Operating Income	151,181	337,177	371,016	606,767	235,751	269,590
Fund Balance						
Beginning Balance (Unaudited)	3,197,834	3,197,834	3,197,834	3,197,834		
Audit Adjustment	-	-	(37,421)	(37,421)		
Beginning Balance (Audited)	3,197,834	3,197,834	3,160,413	3,160,413		
Operating Income (including Depreciation)	151,181	337,177	371,016	606,767		
Ending Fund Balance	3,349,015	3,535,011	3,531,429	3,767,180		
Capital Outlay	100,000	540,000	540,000	-		
Total ADA	518.2	522.1	520.4	520.4	0.0	(1.7)

MAGNOLIA PUBLIC SCHOOLS - MSA-1

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement							
8011	Charter Schools LCFF - State Aid	3,526,381	3,549,577	3,433,335	3,460,121	26,786	(89,456)
8012	Education Protection Account Entitlement	741,455	746,978	756,466	737,318	(19,148)	(9,660)
8019	State Aid - Prior Years	-	504	1,404	1,404	-	900
8096	Charter Schools in Lieu of Property Taxes	984,045	1,008,421	1,104,459	1,104,459	(0)	96,038
SUBTOTAL - LCFF Entitlement		5,251,881	5,305,480	5,295,664	5,303,302	7,638	(2,178)
8100 Federal Revenue							
8181	Special Education - Entitlement	104,677	103,560	100,353	100,535	182	(3,025)
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	264,295	270,521	270,521	234,774	(35,747)	(35,747)
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	207,826	208,420	211,678	212,691	1,013	4,271
8292	Title II	8,236	8,236	2,434	2,468	34	(5,768)
8293	Title III	46,254	39,962	50,886	63,780	12,894	23,818
8294	Title IV	-	-	-	-	-	-
8295	Title V	-	-	-	-	-	-
8296	Other Federal Revenue	64,500	564,500	572,227	510,359	(61,868)	(54,141)
8297	PY Federal - Not Accrued	-	2,554	2,707	2,840	132	285
8298	Implementation Grant	-	-	-	-	-	-
8299	All Other Federal Revenue	-	5,130	5,130	5,130	-	-
SUBTOTAL - Federal Income		695,788	1,202,884	1,215,937	1,132,577	(83,360)	(70,306)
8300 Other State Revenues							
8311	Other State Apportionments - Current Year	-	-	-	-	-	-
8319	Other State Apportionments - Prior Years	-	295	3,162	6,446	3,284	6,151
8380	Special Ed	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	294,859	292,124	293,031	293,020	(10)	896
8382	Special Education Reimbursement (State)	-	-	-	-	-	-
8520	Child Nutrition - State	22,591	23,543	23,543	19,803	(3,740)	(3,740)
8545	School Facilities Apportionments	332,166	389,070	389,070	388,573	(497)	(497)
8550	Mandated Cost Reimbursements	14,680	129,649	125,936	125,936	-	(3,713)
8560	State Lottery Revenue	83,949	98,670	98,350	97,505	(845)	(1,166)
8590	All Other State Revenue	-	75,000	75,000	75,131	131	131
8596	ASES	150,000	150,000	150,000	150,000	-	-
SUBTOTAL - Other State Income		898,245	1,158,352	1,158,092	1,156,414	(1,678)	(1,937)

MAGNOLIA PUBLIC SCHOOLS - MSA-1Budget vs. Actuals
UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8600	Other Local Revenue						
8634	Food Service Sales	7,000	7,000	7,000	7,143	143	143
8682	Summer Program	13,600	34,822	34,822	34,822	-	-
8690	Other Local Revenue	19,000	29,649	29,929	29,949	20	300
8693	Field Trips	-	-	-	9	9	9
8714	COP Option 3 Grants	20,507	13,080	32,804	33,576	773	20,496
	SUBTOTAL - Local Revenues	60,107	84,550	104,554	105,499	945	20,949
8800	Donations/Fundraising						
8801	Donations - Parents	2,750	2,750	2,750	19	(2,731)	(2,731)
8802	Donations - Private	53,250	47,903	11,151	5,379	(5,772)	(42,524)
8803	Fundraising	-	18,706	55,279	59,899	4,620	41,192
	SUBTOTAL - Fundraising and Grants	56,000	69,360	69,180	65,297	(3,883)	(4,063)
TOTAL REVENUE		6,962,021	7,820,626	7,843,427	7,763,089	(80,338)	(57,536)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	1,889,346	2,073,041	2,062,229	2,022,240	39,990	50,801
1300	Certificated Supervisor & Administrator Salaries	387,835	413,814	413,814	384,326	29,488	29,488
	SUBTOTAL - Certificated Employees	2,277,182	2,486,855	2,476,043	2,406,566	69,477	80,289
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	173,174	200,822	183,779	191,329	(7,550)	9,493
2900	Classified Other Salaries	187,025	218,892	240,566	240,528	38	(21,637)
	SUBTOTAL - Classified Employees	360,199	419,713	424,345	431,858	(7,512)	(12,144)

MAGNOLIA PUBLIC SCHOOLS - MSA-1

Budget vs. Actuals

UAR FY17

		Budget				Variance	
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
Employee Benefits Summary							
3100	STRS	275,673	310,425	308,970	308,556	414	1,869
3200	PERS	21,860	45,968	41,678	38,924	2,754	7,044
3300	OASDI-Medicare-Alternative	67,519	69,147	69,281	63,382	5,899	5,765
3400	Health & Welfare Benefits	324,000	364,858	364,858	369,416	(4,558)	(4,558)
3500	Unemployment Insurance	1,345	31,100	31,034	19,232	11,802	11,868
3600	Workers Comp Insurance	34,286	32,728	32,658	32,255	403	473
3700	Retiree Benefits	-	-	-	-	-	-
3800	PERS Reduction	-	-	-	-	-	-
3900	Other Employee Benefits	-	-	-	-	-	-
SUBTOTAL - Employee Benefits		724,683	854,225	848,479	831,765	16,714	22,460
4000 Books & Supplies							
4100	Approved Textbooks & Core Curricula Materials	40,000	91,854	144,297	132,970	11,327	(41,115)
4200	Books & Other Reference Materials	10,000	10,000	7,557	6,751	806	3,249
4315	Custodial Supplies	20,000	20,000	20,000	15,258	4,742	4,742
4320	Educational Software	20,000	20,000	58,238	58,238	-	(38,238)
4325	Instructional Materials & Supplies	25,000	49,415	49,415	66,324	(16,909)	(16,909)
4326	Art & Music Supplies	5,000	5,000	5,000	1,702	3,298	3,298
4330	Office Supplies	9,200	17,000	17,000	18,091	(1,091)	(1,091)
4335	PE Supplies	-	-	-	227	(227)	(227)
4345	Non Instructional Student Materials & Supplies	20,000	20,000	20,000	4,845	15,155	15,155
4346	Teacher Supplies	5,000	5,000	5,000	5,477	(477)	(477)
4350	Uniforms	1,500	1,500	-	4,417	(4,417)	(2,917)
4351	Yearbook	-	-	-	-	-	-
4400	Noncapitalized Equipment	30,000	30,000	30,000	2,663	27,337	27,337
4410	Classroom Furniture, Equipment & Supplies	-	-	-	2,586	(2,586)	(2,586)
4420	Computers (individual items less than \$5k)	33,500	33,500	33,500	60,869	(27,369)	(27,369)
4430	Non Classroom Related Furniture, Equipment & Supplies	20,000	20,000	20,000	2,564	17,436	17,436
4700	Food	296,825	316,118	316,118	241,416	74,701	74,701
4710	Student Food Services	-	-	-	-	-	-
4720	Other Food	3,000	8,000	12,150	12,998	(848)	(4,998)
SUBTOTAL - Books and Supplies		539,025	647,387	738,276	637,397	100,879	9,990

MAGNOLIA PUBLIC SCHOOLS - MSA-1

Budget vs. Actuals

UAR FY17

		Budget				Variance	
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
Books & Supplies Summary							
4100	Approved Textbooks & Core Curricula Materials	40,000	91,854	144,297	132,970	11,327	(41,115)
4200	Books & Other Reference Materials	10,000	10,000	7,557	6,751	806	3,249
4300	Materials & Supplies	105,700	137,915	174,653	174,580	74	(36,665)
4400	Noncapitalized Equipment	83,500	83,500	83,500	68,682	14,818	14,818
4700	Food	299,825	324,118	328,268	254,415	73,853	69,703
SUBTOTAL - Books and Supplies		539,025	647,387	738,276	637,397	100,879	9,990
5000 Services & Other Operating Expenses							
5101	Shared Management Fee - CMO	972,192	1,013,267	1,013,267	1,013,921	(654)	(654)
5102	Direct CMO Fee (Shared Staff)	38,472	41,388	41,388	41,789	(401)	(401)
5210	Conference Fees	20,000	20,000	18,401	1,107	17,294	18,893
5215	Travel - Mileage, Parking, Tolls	2,000	2,000	3,032	3,730	(697)	(1,730)
5220	Travel and Lodging	2,000	2,000	2,246	4,929	(2,682)	(2,929)
5300	Dues & Memberships	7,854	7,854	7,854	3,834	4,020	4,020
5450	Insurance - Other	27,941	32,069	33,177	33,177	-	(1,108)
5500	Operations & Housekeeping	29,400	50,000	50,000	43,977	6,023	6,023
5510	Utilities - Gas and Electric	54,000	60,000	60,000	55,183	4,817	4,817
5605	Equipment Leases	15,000	20,000	20,000	20,689	(689)	(689)
5610	Rent	442,888	478,664	446,911	484,203	(37,293)	(5,540)
5615	Repairs and Maintenance - Building	40,000	50,000	50,000	31,671	18,329	18,329
5617	Repairs and Maintenance - Other Equipment	2,000	2,000	2,000	1,092	908	908
5803	Accounting Fees	5,000	10,000	10,000	13,131	(3,131)	(3,131)
5809	Banking Fees	1,500	1,500	1,400	372	1,028	1,128
5813	School Programs - After School Program	150,000	150,000	150,000	150,000	-	-
5814	School Programs - Academic Competitions	5,000	5,000	17,952	16,595	1,357	(11,595)
5819	School Programs - Other	13,000	28,000	49,033	35,317	13,716	(7,317)
5820	Consultants - Non Instructional	15,000	15,000	15,000	10,365	4,636	4,636
5822	Other Professional Services	77,565	94,000	55,762	33,958	21,804	60,042
5824	District Oversight Fees	52,519	53,055	52,957	53,019	(62)	36
5830	Field Trips Expenses	21,765	33,765	33,765	41,040	(7,275)	(7,275)
5833	Fines and Penalties	-	-	294	294	-	(294)
5843	Interest - Loans Less than 1 Year	192,000	192,000	188,370	173,203	15,167	18,797
5845	Legal Fees	20,000	40,000	40,000	35,652	4,348	4,348
5851	Marketing and Student Recruiting	15,000	20,000	20,000	8,373	11,627	11,627
5857	Payroll Fees	26,400	26,400	26,400	19,927	6,474	6,474
5860	Printing and Reproduction	-	-	-	-	-	-
5861	Prior Yr Exp (not accrued)	-	18,219	18,219	57,254	(39,035)	(39,035)
5863	Professional Development	119,100	150,100	99,311	78,850	20,461	71,250
5864	Professional Development - Other	-	-	-	9	(9)	(9)

MAGNOLIA PUBLIC SCHOOLS - MSA-1

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5869	Special Education Contract Instructors	100,000	75,000	75,000	63,714	11,286	11,286
5872	Special Education Encroachment	79,907	79,137	78,677	78,711	(34)	426
5884	Substitutes	54,280	30,000	30,000	23,085	6,915	6,915
5887	Technology Services	46,200	46,200	46,200	34,729	11,471	11,471
5898	Bad Debt Expense	-	2,484	2,484	2,484	-	(0)
5899	Miscellaneous Operating Expenses	-	-	0	0	-	(0)
5900	Communications	70,000	70,000	70,000	28,263	41,737	41,737
5915	Postage and Delivery	10,000	10,000	10,000	4,935	5,065	5,065
SUBTOTAL - Services & Other Operating Exp.		2,727,983	2,929,102	2,839,102	2,702,583	136,519	226,520
6000	Capital Outlay						
6100	Sites & Improvement of Sites	60,000	-	-	-	-	-
6200	Buildings & Improvement of Buildings	-	500,000	500,000	-	500,000	500,000
6400	Equipment	40,000	40,000	40,000	-	40,000	40,000
SUBTOTAL - Capital Outlay		100,000	540,000	540,000	-	540,000	540,000
TOTAL EXPENSES		6,729,072	7,877,283	7,866,245	7,010,168	856,077	867,115
6900	Total Depreciation (includes Prior Years)	181,768	146,166	146,166	146,154	(12)	12
TOTAL EXPENSES including Depreciation		6,810,840	7,483,449	7,472,411	7,156,322	316,065	327,127

MAGNOLIA PUBLIC SCHOOLS - MSA-2

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,518,778	4,295,058	4,231,885	4,239,354	7,469	(55,704)
Federal Revenue	344,735	522,541	430,075	457,771	27,697	(64,770)
Other State Revenues	355,213	544,067	535,679	542,459	6,780	(1,608)
Local Revenues	93,069	77,280	93,650	71,550	(22,100)	(5,730)
Fundraising and Grants	25,000	27,722	27,722	28,478	756	756
Total Revenue	5,336,795	5,466,669	5,319,011	5,339,613	20,602	(127,056)
Expenses						
Compensation and Benefits	2,987,228	3,102,722	3,136,754	3,076,319	60,435	26,403
Books and Supplies	259,858	451,104	467,984	503,594	(35,609)	(52,489)
Services and Other Operating Expenditures	1,903,069	1,848,804	1,876,668	1,935,348	(58,680)	(86,544)
Depreciation	34,000	53,602	53,602	56,349	(2,747)	(2,747)
Total Expenses	5,184,155	5,456,233	5,535,009	5,571,609	(36,601)	(115,377)
Operating Income	152,640	10,436	(215,998)	(231,997)	(15,999)	(242,433)
Fund Balance						
Beginning Balance (Unaudited)	1,210,746	1,210,746	1,210,746	1,210,746		
Audit Adjustment	-	-	(69,796)	(69,796)		
Beginning Balance (Audited)	1,210,746	1,210,746	1,140,950	1,140,950		
Operating Income (including Depreciation)	152,640	10,436	(215,998)	(231,997)		
Ending Fund Balance	1,363,386	1,221,182	924,952	908,953		
Capital Outlay	20,000	14,982	14,982	-		
Total ADA	470.0	442.0	434.8	434.8	0.0	(7.1)

MAGNOLIA PUBLIC SCHOOLS - MSA-2

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement							
8011	Charter Schools LCFF - State Aid	2,968,874	2,822,615	2,689,696	2,712,811	23,115	(109,804)
8012	Education Protection Account Entitlement	657,483	618,331	618,090	602,444	(15,646)	(15,887)
8019	State Aid - Prior Years	-	402	1,173	1,173	-	771
8096	Charter Schools in Lieu of Property Taxes	892,421	853,709	922,926	922,926	(0)	69,217
SUBTOTAL - LCFF Entitlement		4,518,778	4,295,058	4,231,885	4,239,354	7,469	(55,704)
8100 Federal Revenue							
8181	Special Education - Entitlement	94,931	93,918	83,859	84,011	152	(9,907)
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	-	165,224	165,224	201,919	36,696	36,696
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	143,672	155,425	157,858	158,621	763	3,196
8292	Title II	2,088	2,088	1,963	1,990	27	(98)
8296	Other Federal Revenue	102,847	102,847	18,131	8,208	(9,923)	(94,639)
8297	PY Federal - Not Accrued	-	-	-	(18)	(18)	(18)
8299	All Other Federal Revenue	-	3,040	3,040	3,040	-	-
SUBTOTAL - Federal Income		344,735	522,541	430,075	457,771	27,697	(64,770)
8300 Other State Revenues							
8319	Other State Apportionments - Prior Years	-	-	8,862	11,766	2,904	11,766
8381	Special Education - Entitlement (State)	267,404	258,371	244,867	244,858	(9)	(13,512)
8520	Child Nutrition - State	-	15,114	15,114	19,595	4,481	4,481
8550	Mandated Cost Reimbursements	11,676	112,050	109,651	109,651	-	(2,399)
8560	State Lottery Revenue	76,133	83,532	82,185	81,478	(707)	(2,055)
8590	All Other State Revenue	-	75,000	75,000	75,111	111	111
8596	ASES	-	-	-	-	-	-
SUBTOTAL - Other State Income		355,213	544,067	535,679	542,459	6,780	(1,608)

MAGNOLIA PUBLIC SCHOOLS - MSA-2

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8600	Other Local Revenue						
8634	Food Service Sales	-	5,000	5,000	724	(4,276)	(4,276)
8682	Summer Program	13,600	30,210	30,210	30,210	-	-
8690	Other Local Revenue	20,881	20,881	20,881	3,057	(17,824)	(17,824)
8714	COP Option 3 Grants	12,238	21,189	37,559	37,559	-	16,370
	SUBTOTAL - Local Revenues	93,069	77,280	93,650	71,550	(22,100)	(5,730)
8800	Donations/Fundraising						
8801	Donations - Parents	550	550	550	85	(465)	(465)
8802	Donations - Private	24,450	15,440	937	192	(746)	(15,249)
8803	Fundraising	-	11,732	26,235	28,201	1,966	16,469
	SUBTOTAL - Fundraising and Grants	25,000	27,722	27,722	28,478	756	756
TOTAL REVENUE		5,336,795	5,466,669	5,319,011	5,339,613	20,602	(127,056)

MAGNOLIA PUBLIC SCHOOLS - MSA-2

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	1,636,384	1,633,872	1,666,696	1,638,524	28,172	(4,652)
1300	Certificated Supervisor & Administrator Salaries	311,892	358,258	358,258	327,700	30,558	30,558
SUBTOTAL - Certificated Employees		1,948,276	1,992,130	2,024,954	1,966,224	58,730	25,907
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	187,500	200,732	200,732	192,892	7,839	7,839
2900	Classified Other Salaries	191,105	216,515	209,015	213,713	(4,698)	2,802
SUBTOTAL - Classified Employees		378,605	417,246	409,746	406,605	3,141	10,641
Employee Benefits Summary							
3100	STRS	242,200	246,398	250,527	250,437	91	(4,038)
3200	PERS	28,074	44,465	51,073	47,070	4,003	(2,605)
3300	OASDI-Medicare-Alternative	58,961	62,480	62,389	61,778	611	702
3400	Health & Welfare Benefits	299,700	308,674	306,440	312,763	(6,322)	(4,089)
3500	Unemployment Insurance	1,163	4,199	4,210	4,105	105	94
3600	Workers Comp Insurance	30,249	27,130	27,415	27,338	77	(208)
3700	Retiree Benefits	-	-	-	-	-	-
3800	PERS Reduction	-	-	-	-	-	-
3900	Other Employee Benefits	-	-	-	-	-	-
SUBTOTAL - Employee Benefits		660,347	693,346	702,054	703,490	(1,436)	(10,145)

MAGNOLIA PUBLIC SCHOOLS - MSA-2

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	25,000	69,000	73,634	77,553	(3,918)	(8,553)
4200	Books & Other Reference Materials	10,000	6,000	6,411	6,411	-	(411)
4315	Custodial Supplies	6,000	6,000	2,000	1,461	539	4,539
4320	Educational Software	30,000	17,900	17,900	17,639	261	261
4325	Instructional Materials & Supplies	25,558	11,000	24,795	31,051	(6,257)	(20,051)
4326	Art & Music Supplies	1,500	-	1,852	1,852	-	(1,852)
4330	Office Supplies	27,200	29,000	20,574	19,520	1,053	9,480
4335	PE Supplies	-	-	-	196	(196)	(196)
4340	Professional Development Supplies	2,300	2,300	1,650	760	890	1,540
4345	Non Instructional Student Materials & Supplies	9,058	9,500	9,396	10,110	(714)	(610)
4346	Teacher Supplies	250	737	741	986	(245)	(249)
4400	Noncapitalized Equipment	30,000	15,848	19,826	19,826	-	(3,978)
4410	Classroom Furniture, Equipment & Supplies	15,000	10,079	10,593	10,593	-	(513)
4420	Computers (individual items less than \$5k)	-	2,100	2,317	3,002	(685)	(902)
4430	Non Classroom Related Furniture, Equipment & Sup	10,000	5,918	5,918	5,657	261	261
4700	Food	64,492	257,723	257,723	284,439	(26,716)	(26,716)
4720	Other Food	3,000	8,000	12,656	12,538	117	(4,538)
	SUBTOTAL - Books and Supplies	259,858	451,104	467,984	503,594	(35,609)	(52,489)

MAGNOLIA PUBLIC SCHOOLS - MSA-2

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5000	Services & Other Operating Expenses						
5100	Subagreements for Services	-	-	-	-	-	-
5101	Shared Management Fee - CMO	972,192	918,273	918,273	918,866	(593)	(593)
5102	Direct CMO Fee (Shared Staff)	34,890	34,536	34,536	34,870	(334)	(334)
5200	Travel & Conferences	-	-	-	215	(215)	(215)
5210	Conference Fees	20,000	5,000	2,130	310	1,820	4,690
5215	Travel - Mileage, Parking, Tolls	5,000	2,500	2,500	4,721	(2,221)	(2,221)
5220	Travel and Lodging	5,000	3,000	2,370	2,370	-	630
5300	Dues & Memberships	6,000	6,000	4,555	3,735	820	2,265
5450	Insurance - Other	24,209	22,975	24,420	24,420	-	(1,445)
5500	Operations & Housekeeping	-	130,000	127,000	160,046	(33,046)	(30,046)
5605	Equipment Leases	12,000	10,000	13,000	13,309	(309)	(3,309)
5615	Repairs and Maintenance - Building	5,000	5,000	8,000	7,682	318	(2,682)
5803	Accounting Fees	8,345	15,000	8,000	10,973	(2,973)	4,027
5809	Banking Fees	1,000	1,000	1,000	372	628	628
5813	School Programs - After School Program	3,605	3,605	1,354	1,215	138	2,390
5814	School Programs - Academic Competitions	1,000	1,000	1,776	11,161	(9,385)	(10,161)
5819	School Programs - Other	13,000	13,000	13,869	17,188	(3,319)	(4,188)
5820	Consultants - Non Instructional	23,000	23,000	23,000	15,922	7,078	7,078
5822	Other Professional Services	67,234	89,000	60,000	58,152	1,848	30,848
5824	District Oversight Fees	45,188	42,951	42,319	42,382	(63)	569

MAGNOLIA PUBLIC SCHOOLS - MSA-2

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5830	Field Trips Expenses	25,000	20,000	20,251	25,279	(5,027)	(5,279)
5843	Interest - Loans Less than 1 Year	-	58	67	67	-	(9)
5845	Legal Fees	30,000	40,000	41,676	41,676	-	(1,676)
5851	Marketing and Student Recruiting	24,000	24,000	24,000	24,664	(664)	(664)
5857	Payroll Fees	21,327	21,327	21,327	17,833	3,494	3,494
5861	Prior Yr Exp (not accrued)	-	27,403	30,586	29,104	1,482	(1,701)
5863	Professional Development	77,100	101,000	69,371	63,348	6,023	37,652
5869	Special Education Contract Instructors	80,000	105,000	128,942	134,498	(5,556)	(29,498)
5872	Special Education Encroachment	72,467	70,458	65,745	65,774	(29)	4,684
5884	Substitutes	45,000	35,000	111,137	128,423	(17,286)	(93,423)
5887	Technology Services	53,316	53,316	56,039	62,843	(6,804)	(9,527)
5899	Miscellaneous Operating Expenses	-	-	-	(0)	0	0
5900	Communications	30,000	20,000	11,675	6,139	5,536	13,861
5915	Postage and Delivery	5,402	5,402	7,751	7,790	(40)	(2,388)
SUBTOTAL - Services & Other Operating Exp.		1,903,069	1,848,804	1,876,668	1,935,348	(58,680)	(86,544)
6900	Total Depreciation (includes Prior Years)	34,000	53,602	53,602	56,349	2,747	(2,747)
TOTAL EXPENSES including Depreciation		5,184,155	5,456,233	5,535,009	5,571,609	(31,107)	(115,377)

MAGNOLIA PUBLIC SCHOOLS - MSA-3

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,245,387	4,352,807	4,249,844	4,255,160	5,316	(97,647)
Federal Revenue	574,033	493,745	493,878	473,427	(20,451)	(20,318)
Other State Revenues	694,406	879,335	683,539	683,465	(74)	(195,870)
Local Revenues	24,785	40,114	47,056	47,090	34	6,976
Fundraising and Grants	19,018	19,018	19,046	16,594	(2,452)	(2,424)
Total Revenue	5,557,629	5,785,019	5,493,363	5,475,736	(17,627)	(309,284)
Expenses						
Compensation and Benefits	2,812,109	3,370,541	3,344,372	3,288,967	55,405	81,574
Books and Supplies	454,542	401,887	429,020	420,743	8,277	(18,855)
Services and Other Operating Expenditures	1,935,913	2,087,914	2,025,279	2,100,195	(74,916)	(12,281)
Depreciation	12,000	19,096	19,096	19,096	0	0
Total Expenses	5,214,564	5,879,439	5,817,767	5,829,001	(11,234)	50,438
Operating Income	343,065	(94,419)	(324,404)	(353,265)	(28,861)	(258,846)
Fund Balance						
Beginning Balance (Unaudited)	976,777	976,777	976,777	976,777		
Audit Adjustment	-	-	(1,355)	(1,355)		
Beginning Balance (Audited)	976,777	976,777	975,422	975,422		
Operating Income (including Depreciation)	343,065	(94,419)	(324,404)	(353,265)		
Ending Fund Balance	1,319,842	882,358	651,018	622,157		
Capital Outlay	70,000	70,000	-	-		
Total ADA	434.3	443.9	433.4	433.4	-	(10.5)

MAGNOLIA PUBLIC SCHOOLS - MSA-3

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement							
8011	Charter Schools LCFF - State Aid	2,817,402	2,891,605	2,725,425	2,737,760	12,335	(153,845)
8012	Education Protection Account Entitlement	603,366	603,366	603,366	596,347	(7,019)	(7,019)
8019	State Aid - Prior Years	-	399	1,162	1,162	-	763
8096	Charter Schools in Lieu of Property Taxes	824,619	857,437	919,891	919,891	(0)	62,454
SUBTOTAL - LCFF Entitlement		4,245,387	4,352,807	4,249,844	4,255,160	5,316	(97,647)
8100 Federal Revenue							
8181	Special Education - Entitlement	87,719	86,783	83,583	83,735	152	(3,048)
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	299,549	210,236	210,236	219,004	8,769	8,769
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	149,718	155,755	159,360	158,324	(1,036)	2,569
8292	Title II	6,110	6,110	1,845	1,871	26	(4,239)
8293	Title III	437	-	-	-	-	-
8294	Title IV	-	-	-	-	-	-
8295	Title V	-	-	-	-	-	-
8296	Other Federal Revenue	30,500	30,500	34,448	6,104	(28,344)	(24,396)
8297	PY Federal - Not Accrued	-	258	302	284	(18)	26
8298	Implementation Grant	-	-	-	-	-	-
8299	All Other Federal Revenue	-	4,104	4,104	4,104	-	-
SUBTOTAL - Federal Income		574,033	493,745	493,878	473,427	(20,451)	(20,318)

MAGNOLIA PUBLIC SCHOOLS - MSA-3

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8300	Other State Revenues						
8311	Other State Apportionments - Current Year	-	-	-	-	-	-
8319	Other State Apportionments - Prior Years	-	6,765	8,634	11,411	2,777	4,646
8380	Special Ed	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	247,088	247,058	244,062	244,053	(9)	(3,004)
8382	Special Education Reimbursement (State)	-	-	-	-	-	-
8520	Child Nutrition - State	25,955	18,925	18,925	17,317	(1,608)	(1,608)
8545	School Facilities Apportionments	190,316	190,316	-	-	-	(190,316)
8550	Mandated Cost Reimbursements	10,698	107,374	105,004	105,004	-	(2,370)
8560	State Lottery Revenue	70,349	83,897	81,914	80,569	(1,346)	(3,328)
8590	All Other State Revenue	-	75,000	75,000	75,111	111	111
8596	ASES	150,000	150,000	150,000	150,000	-	-
	SUBTOTAL - Other State Income	694,406	879,335	683,539	683,465	(74)	(195,870)
8600	Other Local Revenue						
8634	Food Service Sales	500	500	1,960	2,021	61	1,521
8660	Interest	-	-	-	-	-	-
8682	Summer Program	10,200	27,931	27,931	27,931	-	-
8690	Other Local Revenue	5,000	5,000	3,379	3,269	(110)	(1,731)
8693	Field Trips	-	-	-	-	-	-
8699	All Other Local Revenue	-	-	1,621	1,704	83	1,704
8714	COP Option 3 Grants	9,085	6,683	12,164	12,164	(0)	5,481
	SUBTOTAL - Local Revenues	24,785	40,114	47,056	47,090	34	6,976
8800	Donations/Fundraising						
8801	Donations - Parents	14,518	1,900	1,900	-	(1,900)	(1,900)
8802	Donations - Private	4,500	4,500	494	-	(494)	(4,500)
8803	Fundraising	-	12,618	16,652	16,594	(58)	3,976
	SUBTOTAL - Fundraising and Grants	19,018	19,018	19,046	16,594	(2,452)	(2,424)
TOTAL REVENUE		5,557,629	5,785,019	5,493,363	5,475,736	(17,627)	(309,284)

MAGNOLIA PUBLIC SCHOOLS - MSA-3

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
1000	Certificated Salaries						
1100	Teachers Salaries	1,539,857	1,695,620	1,656,318	1,680,873	(24,555)	14,747
1300	Certificated Supervisor & Administrator Salaries	250,512	454,829	478,788	428,147	50,642	26,682
SUBTOTAL - Certificated Employees		1,790,369	2,150,449	2,135,106	2,109,020	26,087	41,429
Certificated Employees Summary							
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	107,832	214,146	214,146	221,923	(7,776)	(7,776)
2900	Classified Other Salaries	262,278	229,912	229,053	235,753	(6,700)	(5,841)
SUBTOTAL - Classified Employees		370,110	444,058	443,199	457,676	(14,477)	(13,618)
3000	Employee Benefits						
Employee Benefits Summary							
3100	STRS	221,454	267,028	263,200	260,531	2,669	6,497
3200	PERS	36,897	60,105	58,869	48,593	10,276	11,512
3300	OASDI-Medicare-Alternative	60,337	67,727	67,241	69,006	(1,765)	(1,279)
3400	Health & Welfare Benefits	303,750	347,668	343,443	311,980	31,463	35,688
3500	Unemployment Insurance	1,106	4,291	4,281	4,301	(20)	(10)
3600	Workers Comp Insurance	28,085	29,214	29,032	27,860	1,172	1,354
SUBTOTAL - Employee Benefits		651,630	776,034	766,066	722,272	43,795	53,762

MAGNOLIA PUBLIC SCHOOLS - MSA-3

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	10,000	20,000	20,867	20,867	-	(867)
4200	Books & Other Reference Materials	15,000	5,000	654	654	-	4,346
4315	Custodial Supplies	77	77	-	-	-	77
4320	Educational Software	16,000	16,000	16,000	15,747	253	253
4325	Instructional Materials & Supplies	25,000	25,000	45,607	50,342	(4,735)	(25,342)
4326	Art & Music Supplies	-	-	-	-	-	-
4330	Office Supplies	20,200	20,200	16,200	15,664	536	4,536
4345	Non Instructional Student Materials & Supplies	10,000	10,000	12,920	12,920	-	(2,920)
4346	Teacher Supplies	-	-	-	-	-	-
4350	Uniforms	5,000	5,000	6,500	6,582	(82)	(1,582)
4410	Classroom Furniture, Equipment & Supplies	-	5,000	6,642	13,465	(6,823)	(8,465)
4420	Computers (individual items less than \$5k)	11,500	11,500	20,658	20,658	-	(9,158)
4430	Non Classroom Related Furniture, Equipment & Sup	10,000	10,000	8,971	7,247	1,724	2,753
4700	Food	329,264	264,110	265,790	248,313	17,476	15,797
4710	Student Food Services	-	-	-	-	-	-
4720	Other Food	2,500	10,000	8,212	8,285	(73)	1,715
	SUBTOTAL - Books and Supplies	454,542	401,887	429,020	420,743	8,277	(18,855)
5000	Services & Other Operating Expenses						
5100	Subagreements for Services	-	-	-	-	-	-
5101	Shared Management Fee - CMO	881,049	918,273	918,273	918,866	(593)	(593)
5102	Direct CMO Fee (Shared Staff)	33,176	35,271	35,271	35,613	(342)	(342)
5200	Travel & Conferences	-	-	-	-	-	-
5210	Conference Fees	10,000	10,000	5,354	5,354	-	4,646
5215	Travel - Mileage, Parking, Tolls	10,000	10,000	3,112	258	2,854	9,742
5220	Travel and Lodging	505	505	1,394	1,394	0	(888)
5300	Dues & Memberships	10,000	10,000	9,946	4,197	5,749	5,803
5450	Insurance - Other	22,516	22,813	22,813	22,812	1	1
5500	Operations & Housekeeping	5,000	5,000	3,991	2,044	1,947	2,956
5605	Equipment Leases	15,600	15,600	21,712	21,835	(123)	(6,235)
5610	Rent	253,755	210,000	222,267	270,887	(48,621)	(60,887)
5615	Repairs and Maintenance - Building	10,500	10,500	10,500	7,980	2,520	2,520
5617	Repairs and Maintenance - Other Equipment	1,500	1,500	1,500	390	1,110	1,110
5803	Accounting Fees	5,000	10,000	10,000	10,937	(937)	(937)
5809	Banking Fees	500	500	500	404	96	96
5813	School Programs - After School Program	150,000	150,000	150,000	150,000	-	-

MAGNOLIA PUBLIC SCHOOLS - MSA-3

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5814	School Programs - Academic Competitions	500	500	1,057	1,057	-	(557)
5819	School Programs - Other	-	-	17,073	14,201	2,872	(14,201)
5820	Consultants - Non Instructional	12,000	12,000	8,992	11,624	(2,633)	376
5821	Consultants - Non Instructional - Custom 2	-	-	-	-	-	-
5822	Other Professional Services	75,944	114,944	99,590	95,419	4,171	19,524
5824	District Oversight Fees	42,454	43,528	42,498	42,540	(42)	988
5830	Field Trips Expenses	20,000	25,000	25,000	20,401	4,600	4,600
5833	Fines and Penalties	100	100	572	787	(215)	(687)
5845	Legal Fees	20,000	50,000	27,043	27,043	-	22,957
5851	Marketing and Student Recruiting	30,000	15,000	15,000	14,011	989	989
5857	Payroll Fees	24,000	24,000	22,903	18,739	4,164	5,261
5860	Printing and Reproduction	-	-	-	-	-	-
5861	Prior Yr Exp (not accrued)	-	13,258	18,450	18,450	-	(5,192)
5863	Professional Development	42,100	93,100	44,635	51,530	(6,895)	41,570
5869	Special Education Contract Instructors	51,500	58,500	58,500	64,029	(5,529)	(5,529)
5872	Special Education Encroachment	66,961	66,768	65,529	65,558	(29)	1,210
5874	Sports	-	-	-	-	-	-
5875	Staff Recruiting	54	54	54	18	36	36
5884	Substitutes	55,000	75,000	85,000	123,983	(38,983)	(48,983)
5885	Tutor	-	-	-	-	-	-
5887	Technology Services	49,700	49,700	52,158	54,873	(2,715)	(5,173)
5899	Miscellaneous Operating Expenses	-	-	0	72	(72)	(72)
5900	Communications	30,000	30,000	18,092	17,731	361	12,269
5905	Communications - Cell Phones	-	-	-	-	-	-
5910	Communications - Internet / Website Fees	-	-	-	-	-	-
5915	Postage and Delivery	6,500	6,500	6,500	5,156	1,344	1,344
SUBTOTAL - Services & Other Operating Exp.		1,935,913	2,087,914	2,025,279	2,100,195	(74,916)	(12,281)
6900	Total Depreciation (includes Prior Years)	12,000	19,096	19,096	19,096	(0)	0
TOTAL EXPENSES including Depreciation		5,214,564	5,879,439	5,817,767	5,829,001	(11,234)	50,438

MAGNOLIA PUBLIC SCHOOLS - MSA-4

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	1,772,032	1,818,445	1,825,155	1,828,007	2,852	9,562
Federal Revenue	252,308	247,687	250,670	213,233	(37,437)	(34,454)
Other State Revenues	141,453	267,852	266,779	268,292	1,513	440
Local Revenues	20,867	22,430	28,503	28,502	(1)	6,071
Fundraising and Grants	10,000	12,374	22,206	23,203	998	10,830
Total Revenue	2,196,660	2,368,788	2,393,313	2,361,237	(32,076)	(7,551)
Expenses						
Compensation and Benefits	1,172,519	1,295,516	1,250,746	1,183,252	67,495	112,264
Books and Supplies	158,736	132,807	120,875	117,077	3,798	15,729
Services and Other Operating Expenditures	667,206	701,330	747,989	672,224	75,765	29,106
Depreciation	9,221	15,656	15,656	15,656	(0)	(0)
Total Expenses	2,007,682	2,145,309	2,135,266	1,988,209	147,057	157,099
Operating Income	188,978	223,480	258,047	373,028	114,981	149,548
Fund Balance						
Beginning Balance (Unaudited)	567,722	567,722	763,641	763,641		
Audit Adjustment	-	-	(101,149)	(101,149)		
Beginning Balance (Audited)	567,722	567,722	662,491	662,491		
Operating Income (including Depreciation)	188,978	223,480	258,047	373,028		
Ending Fund Balance	756,700	791,202	920,538	1,035,519		
Capital Outlay						
	-	-	-	-		
Total ADA	180.5	186.2	186.5	186.5	-	0.3

MAGNOLIA PUBLIC SCHOOLS - MSA-4

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget	Approved Budget	May'17	FY16-17 Unaudited	(Previous Forecast	(Budget vs. UAR)
		June 6th	February 9th	Forecast	Actuals	vs. UAR)	(Budget vs. UAR)
LCFF Entitlement						-	-
8011	Charter Schools LCFF - State Aid	1,168,273	1,189,233	1,154,651	1,164,444	9,793	(24,789)
8012	Education Protection Account Entitlement	261,084	269,461	274,206	267,265	(6,941)	(2,196)
8019	State Aid - Prior Years	-	-	376	376	-	376
8096	Charter Schools in Lieu of Property Taxes	342,675	359,751	395,922	395,922	0	36,171
SUBTOTAL - LCFF Entitlement		1,772,032	1,818,445	1,825,155	1,828,007	2,852	9,562
8100 Federal Revenue							
8181	Special Education - Entitlement	36,925	36,063	35,974	36,040	65	(23)
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	25,038	21,841	22,229	35,469	13,240	13,628
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	59,536	58,233	59,695	59,194	(501)	961
8292	Title II	2,380	2,380	722	732	10	(1,648)
8293	Title III	323	-	-	-	-	-
8294	Title IV	-	-	-	-	-	-
8295	Title V	-	-	-	-	-	-
8296	Other Federal Revenue	128,106	128,106	130,986	80,747	(50,238)	(47,359)
8297	PY Federal - Not Accrued	-	-	-	(13)	(13)	(13)
8298	Implementation Grant	-	-	-	-	-	-
8299	All Other Federal Revenue	-	1,064	1,064	1,064	-	-
SUBTOTAL - Federal Income		252,308	247,687	250,670	213,233	(37,437)	(34,454)

MAGNOLIA PUBLIC SCHOOLS - MSA-4

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8300	Other State Revenues						
8311	Other State Apportionments - Current Year	-	-	-	-	-	-
8319	Other State Apportionments - Prior Years	-	10,440	5,805	6,929	1,124	(3,511)
8380	Special Ed	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	104,034	99,993	105,044	105,041	(4)	5,047
8382	Special Education Reimbursement (State)	-	-	-	-	-	-
8520	Child Nutrition - State	2,522	2,031	2,031	2,433	403	403
8545	School Facilities Apportionments	-	-	-	-	-	-
8550	Mandated Cost Reimbursements	5,663	45,188	43,643	43,643	-	(1,545)
8560	State Lottery Revenue	29,234	35,200	35,256	35,199	(57)	(1)
8590	All Other State Revenue	-	75,000	75,000	75,046	46	46
8596	ASES	-	-	-	-	-	-
	SUBTOTAL - Other State Income	141,453	267,852	266,779	268,292	1,513	440
8600	Other Local Revenue						
8634	Food Service Sales	167	554	1,013	1,013	-	460
8660	Interest	-	-	-	-	-	-
8682	Summer Program	10,200	16,360	16,360	16,360	-	-
8699	All Other Local Revenue	500	500	500	499	(1)	(1)
8714	COP Option 3 Grants	10,000	5,017	10,630	10,630	-	5,613
	SUBTOTAL - Local Revenues	20,867	22,430	28,503	28,502	(1)	6,071
8800	Donations/Fundraising						
8801	Donations - Parents	-	-	-	-	-	-
8802	Donations - Private	10,000	-	-	-	-	-
8803	Fundraising	-	12,374	22,206	23,203	998	10,830
	SUBTOTAL - Fundraising and Grants	10,000	12,374	22,206	23,203	998	10,830
TOTAL REVENUE		2,196,660	2,368,788	2,393,313	2,361,237	(32,076)	(7,551)

MAGNOLIA PUBLIC SCHOOLS - MSA-4

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	566,257	675,264	651,952	612,560	39,392	62,704
1300	Certificated Supervisor & Administrator Salaries	290,961	255,957	255,957	242,651	13,306	13,306
SUBTOTAL - Certificated Employees		857,218	931,221	907,908	855,210	52,698	76,010
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	47,609	58,307	58,307	52,401	5,906	5,906
2900	Classified Other Salaries	12,000	35,053	20,053	19,469	584	15,584
SUBTOTAL - Classified Employees		59,609	93,360	78,360	71,870	6,490	21,490
Employee Benefits Summary							
3100	STRS	107,838	115,984	112,957	106,565	6,391	9,419
3200	PERS	5,328	5,200	5,757	5,644	112	(445)
3300	OASDI-Medicare-Alternative	17,111	20,679	19,168	21,925	(2,757)	(1,247)
3400	Health & Welfare Benefits	114,413	114,026	112,001	110,963	1,038	3,063
3500	Unemployment Insurance	458	3,510	3,490	561	2,928	2,948
3600	Workers Comp Insurance	10,544	11,537	11,105	10,512	593	1,025
SUBTOTAL - Employee Benefits		255,692	270,935	264,478	256,171	8,307	14,763

MAGNOLIA PUBLIC SCHOOLS - MSA-4

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	23,220	23,220	13,220	12,819	401	10,401
4200	Books & Other Reference Materials	-	-	-	-	-	-
4315	Custodial Supplies	-	-	-	-	-	-
4320	Educational Software	5,000	5,000	5,000	4,449	551	551
4325	Instructional Materials & Supplies	15,000	15,000	14,372	15,722	(1,350)	(722)
4326	Art & Music Supplies	-	-	-	-	-	-
4330	Office Supplies	8,200	12,000	16,766	14,421	2,345	(2,421)
4335	PE Supplies	-	-	-	-	-	-
4340	Professional Development Supplies	-	-	-	200	(200)	(200)
4345	Non Instructional Student Materials & Supplies	35,000	9,000	4,862	2,977	1,884	6,023
4346	Teacher Supplies	-	-	-	316	(316)	(316)
4350	Uniforms	-	-	-	-	-	-
4351	Yearbook	-	-	-	1,516	(1,516)	(1,516)
4400	Noncapitalized Equipment	1,000	1,000	1,000	1,001	(1)	(1)
4410	Classroom Furniture, Equipment & Supplies	8,000	5,000	3,324	1,465	1,859	3,535
4420	Computers (individual items less than \$5k)	29,500	10,000	11,676	12,481	(805)	(2,481)
4430	Non Classroom Related Furniture, Equipment & Sup	-	-	-	245	(245)	(245)
4700	Food	30,316	45,587	45,655	46,197	(542)	(610)
4710	Student Food Services	-	-	-	-	-	-
4720	Other Food	3,500	7,000	5,000	3,267	1,733	3,733
	SUBTOTAL - Books and Supplies	158,736	132,807	120,875	117,077	3,798	15,729
5000	Services & Other Operating Expenses						
5100	Subagreements for Services	-	-	-	-	-	-
5101	Shared Management Fee - CMO	72,914	75,995	75,995	76,044	(49)	(49)
5102	Direct CMO Fee (Shared Staff)	13,260	14,807	14,807	14,951	(143)	(143)
5200	Travel & Conferences	4,000	4,000	3,461	1,028	2,432	2,972
5210	Conference Fees	5,000	5,000	5,000	100	4,900	4,900
5215	Travel - Mileage, Parking, Tolls	-	-	79	1,211	(1,131)	(1,211)
5300	Dues & Memberships	3,400	3,400	4,374	4,403	(29)	(1,003)
5450	Insurance - Other	14,446	11,056	11,056	11,054	2	2
5500	Operations & Housekeeping	-	484	484	2,073	(1,589)	(1,589)
5605	Equipment Leases	6,000	8,000	13,149	14,924	(1,774)	(6,924)
5610	Rent	150,215	103,831	103,831	103,831	(0)	(0)
5611	Prop 39 Related Costs	-	-	-	-	-	-
5615	Repairs and Maintenance - Building	1,000	1,000	1,000	752	248	248

MAGNOLIA PUBLIC SCHOOLS - MSA-4

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5803	Accounting Fees	4,406	8,000	8,000	4,707	3,293	3,293
5809	Banking Fees	515	515	515	389	126	126
5813	School Programs - After School Program	-	-	2,000	1,667	333	(1,667)
5814	School Programs - Academic Competitions	-	1,000	2,500	2,207	293	(1,207)
5819	School Programs - Other	-	-	4,355	8,347	(3,992)	(8,347)
5820	Consultants - Non Instructional	2,493	9,516	9,516	8,504	1,012	1,012
5821	Consultants - Non Instructional - Custom 2	-	-	-	-	-	-
5822	Other Professional Services	54,844	64,000	48,745	21,439	27,306	42,561
5824	District Oversight Fees	17,720	18,184	18,252	18,276	(25)	(92)
5830	Field Trips Expenses	20,000	20,000	12,188	9,085	3,102	10,915
5833	Fines and Penalties	-	29	29	29	-	-
5845	Legal Fees	5,000	15,000	15,000	6,878	8,123	8,123
5851	Marketing and Student Recruiting	7,000	20,000	15,642	15,642	-	4,358
5857	Payroll Fees	3,000	9,600	9,991	11,500	(1,509)	(1,900)
5860	Printing and Reproduction	-	-	-	-	-	-
5861	Prior Yr Exp (not accrued)	-	488	-	(1,781)	1,781	2,269
5863	Professional Development	29,000	54,000	53,378	8,963	44,415	45,037
5869	Special Education Contract Instructors	50,000	50,000	87,000	93,504	(6,504)	(43,504)
5872	Special Education Encroachment	28,192	28,192	28,204	28,216	(12)	(24)
5884	Substitutes	25,200	25,200	50,700	64,555	(13,855)	(39,355)
5885	Tutor	-	-	-	-	-	-
5887	Technology Services	57,000	57,000	57,000	39,984	17,016	17,016
5893	Transportation - Student	65,000	67,000	67,000	71,727	(4,727)	(4,727)
5898	Bad Debt Expense	-	32	32	32	-	-
5899	Miscellaneous Operating Expenses	-	-	707	85	622	(85)
5900	Communications	24,000	24,000	22,000	25,770	(3,770)	(1,770)
5915	Postage and Delivery	3,600	2,000	2,000	2,130	(130)	(130)
SUBTOTAL - Services & Other Operating Exp.		667,206	701,330	747,989	672,224	75,765	29,106
6900	Total Depreciation (includes Prior Years)	9,221	15,656	15,656	15,656	0	(0)
TOTAL EXPENSES including Depreciation		2,007,682	2,145,309	2,135,266	1,988,209	147,057	157,099

MAGNOLIA PUBLIC SCHOOLS - MSA-5

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	1,539,136	1,660,532	1,650,101	1,652,001	1,900	(8,531)
Federal Revenue	176,079	164,096	224,838	213,304	(11,534)	49,208
Other State Revenues	150,386	177,416	195,813	196,036	222	18,619
Local Revenues	11,120	178,813	177,925	174,074	(3,851)	(4,740)
Fundraising and Grants	500	500	986	1,721	735	1,221
Total Revenue	1,877,220	2,181,357	2,249,663	2,237,135	(12,528)	55,778
Expenses						
Compensation and Benefits	1,064,348	1,218,813	1,159,632	1,140,838	18,794	77,974
Books and Supplies	185,900	171,607	250,882	189,625	61,258	(18,018)
Services and Other Operating Expenditures	594,065	655,357	699,244	595,692	103,552	59,665
Depreciation	17,201	4,774	4,774	7,177	(2,403)	(2,403)
Total Expenses	1,861,515	2,050,550	2,114,533	1,933,332	181,201	117,218
Operating Income	15,706	130,807	135,130	303,803	168,673	172,996
Fund Balance						
Beginning Balance (Unaudited)	951,134	951,134	1,144,335	1,144,335		
Audit Adjustment	-	-	(66,819)	(66,819)		
Beginning Balance (Audited)	951,134	951,134	1,077,516	1,077,516		
Operating Income (including Depreciation)	15,706	130,807	135,130	303,803		
Ending Fund Balance	966,840	1,081,941	1,212,647	1,381,319		
Capital Outlay	-	27,793	27,793	-		
Total ADA	168.9	177.7	176.3	176.3	-	(1.4)

MAGNOLIA PUBLIC SCHOOLS - MSA-5

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement							
8011	Charter Schools LCFF - State Aid	988,758	1,071,078	1,027,457	1,035,747	8,290	(35,331)
8012	Education Protection Account Entitlement	238,000	246,306	248,317	241,990	(6,327)	(4,316)
8019	State Aid - Prior Years	-	-	182	182	-	182
8096	Charter Schools in Lieu of Property Taxes	312,377	343,149	374,145	374,082	(63)	30,933
SUBTOTAL - LCFF Entitlement		1,539,136	1,660,532	1,650,101	1,652,001	1,900	(8,531)
8100 Federal Revenue							
8181	Special Education - Entitlement	33,660	28,542	33,996	34,052	56	5,510
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	-	-	-	-	-	-
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	37,421	81,991	84,051	100,055	16,004	18,064
8292	Title II	2,193	2,193	658	799	141	(1,394)
8293	Title III	779	-	-	-	-	-
8294	Title IV	-	-	-	-	-	-
8295	Title V	-	-	-	-	-	-
8296	Other Federal Revenue	102,026	102,026	104,506	76,777	(27,729)	(25,249)
8297	PY Federal - Not Accrued	-	(50,656)	1,627	1,621	(6)	52,277
8298	Implementation Grant	-	-	-	-	-	-
8299	All Other Federal Revenue	-	-	-	-	-	-
SUBTOTAL - Federal Income		176,079	164,096	224,838	213,304	(11,534)	49,208

MAGNOLIA PUBLIC SCHOOLS - MSA-5

Budget vs. Actuals

UAR FY17

		Budget				Variance	
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8300	Other State Revenues						
8311	Other State Apportionments - Current Year	-	-	-	-	-	-
8319	Other State Apportionments - Prior Years	-	4,395	4,395	3,985	(410)	(410)
8380	Special Ed	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	94,836	80,611	99,267	99,246	(20)	18,636
8382	Special Education Reimbursement (State)	-	-	-	-	-	-
8520	Child Nutrition - State	-	-	-	-	-	-
8545	School Facilities Apportionments	-	-	-	-	-	-
8550	Mandated Cost Reimbursements	2,813	32,747	32,747	32,747	-	0
8560	State Lottery Revenue	26,649	33,576	33,317	33,012	(305)	(564)
8590	All Other State Revenue	-	-	-	45	45	45
8596	ASES	26,088	26,088	26,088	27,000	912	912
SUBTOTAL - Other State Income		150,386	177,416	195,813	196,036	222	18,619
8600	Other Local Revenue						
8634	Food Service Sales	-	-	-	-	-	-
8636	Uniforms	1,030	1,030	-	-	-	(1,030)
8690	Other Local Revenue	3,090	11,027	12,789	12,789	-	1,762
8714	COP Option 3 Grants	7,000	166,756	165,135	161,284	(3,851)	(5,472)
SUBTOTAL - Local Revenues		11,120	178,813	177,925	174,074	(3,851)	(4,740)
8800	Donations/Fundraising						
8802	Donations - Private	-	-	150	150	-	150
8803	Fundraising	500	500	836	1,571	735	1,071
SUBTOTAL - Fundraising and Grants		500	500	986	1,721	735	1,221
TOTAL REVENUE		1,877,220	2,181,357	2,249,663	2,237,135	(12,528)	55,778

MAGNOLIA PUBLIC SCHOOLS - MSA-5

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	(Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	545,921	660,552	630,552	631,340	(788)	29,212
1300	Certificated Supervisor & Administrator Salaries	159,738	180,746	180,746	169,584	11,163	11,163
SUBTOTAL - Certificated Employees		705,659	841,298	811,298	800,924	10,374	40,374
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	49,725	51,242	57,750	56,252	1,498	(5,011)
2900	Classified Other Salaries	53,750	54,450	31,263	25,508	5,755	28,942
SUBTOTAL - Classified Employees		103,475	105,692	89,013	81,760	7,253	23,932
Employee Benefits Summary							
3100	STRS	88,017	102,879	99,105	98,875	230	4,004
3200	PERS	8,226	8,534	10,175	10,417	(242)	(1,883)
3300	OASDI-Medicare-Alternative	18,648	20,062	18,345	18,283	61	1,779
3400	Health & Welfare Benefits	130,613	126,213	118,113	121,620	(3,507)	4,593
3500	Unemployment Insurance	405	3,471	3,447	563	2,884	2,908
3600	Workers Comp Insurance	9,305	10,663	10,137	8,397	1,741	2,267
SUBTOTAL - Employee Benefits		255,214	271,823	259,322	258,155	1,167	13,668

MAGNOLIA PUBLIC SCHOOLS - MSA-5

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	45,000	22,000	22,000	21,402	598	598
4200	Books & Other Reference Materials	7,500	5,500	4,163	619	3,544	4,881
4315	Custodial Supplies	1,000	1,000	1,086	1,086	-	(86)
4320	Educational Software	10,000	15,000	15,000	12,008	2,992	2,992
4325	Instructional Materials & Supplies	23,000	8,646	9,982	17,661	(7,679)	(9,016)
4326	Art & Music Supplies	-	-	-	-	-	-
4330	Office Supplies	9,700	8,800	8,714	7,686	1,028	1,114
4335	PE Supplies	-	-	-	-	-	-
4340	Professional Development Supplies	-	-	-	99	(99)	(99)
4345	Non Instructional Student Materials & Supplies	7,500	5,000	4,815	2,332	2,483	2,668
4346	Teacher Supplies	-	-	-	-	-	-
4350	Uniforms	200	2,000	2,000	2,598	(598)	(598)
4351	Yearbook	-	-	-	1,486	(1,486)	(1,486)
4400	Noncapitalized Equipment	10,000	20,455	43,368	14,357	29,011	6,097
4410	Classroom Furniture, Equipment & Supplies	-	-	2,669	2,669	-	(2,669)
4420	Computers (individual items less than \$5k)	51,000	32,207	32,773	37,623	(4,850)	(5,416)
4430	Non Classroom Related Furniture, Equipment & Supp	-	7,000	312	312	-	6,688
4700	Food	20,000	40,000	100,000	64,584	35,416	(24,584)
4710	Student Food Services	-	-	-	-	-	-
4720	Other Food	1,000	4,000	4,000	3,103	897	897
	SUBTOTAL - Books and Supplies	185,900	171,607	250,882	189,625	61,258	(18,018)
5000	Services & Other Operating Expenses						
5100	Subagreements for Services	-	-	-	-	-	-
5101	Shared Management Fee - CMO	72,914	75,995	75,995	76,044	(49)	(49)
5102	Direct CMO Fee (Shared Staff)	11,683	14,022	14,022	14,158	(136)	(136)
5200	Travel & Conferences	5,000	5,000	4,870	568	4,302	4,432
5210	Conference Fees	5,000	5,000	5,000	-	5,000	5,000
5215	Travel - Mileage, Parking, Tolls	-	-	130	1,630	(1,500)	(1,630)
5300	Dues & Memberships	5,000	5,000	5,000	3,961	1,039	1,039
5450	Insurance - Other	14,300	6,237	6,244	6,244	-	(7)
5605	Equipment Leases	6,600	6,600	6,600	4,959	1,641	1,641
5610	Rent	135,000	110,971	83,452	83,452	-	27,519
5611	Prop 39 Related Costs	-	-	-	-	-	-
5615	Repairs and Maintenance - Building	-	15,000	15,000	8,005	6,995	6,995
5616	Repairs and Maintenance - Computers	-	-	-	-	-	-

MAGNOLIA PUBLIC SCHOOLS - MSA-5

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget	Approved Budget	May'17	FY16-17 Unaudited	(Previous Forecast	Variance
		June 6th	February 9th	Forecast	Actuals	vs. UAR)	(Budget vs. UAR)
5617	Repairs and Maintenance - Other Equipment	3,000	3,000	3,000	1,440	1,560	1,560
5803	Accounting Fees	1,952	5,000	5,000	4,448	552	552
5809	Banking Fees	412	412	412	372	40	40
5813	School Programs - After School Program	26,088	26,088	26,088	26,088	(0)	(0)
5814	School Programs - Academic Competitions	-	-	620	65	555	(65)
5819	School Programs - Other	-	-	380	1,170	(790)	(1,170)
5820	Consultants - Non Instructional	25,000	25,000	25,000	14,951	10,049	10,049
5821	Consultants - Non Instructional - Custom 2	-	-	-	-	-	-
5822	Other Professional Services	53,275	10,000	46,393	47,299	(906)	(37,299)
5824	District Oversight Fees	15,391	16,605	16,501	16,518	(17)	87
5830	Field Trips Expenses	8,000	4,000	6,278	6,635	(357)	(2,635)
5845	Legal Fees	5,000	15,000	15,000	7,761	7,240	7,240
5851	Marketing and Student Recruiting	10,000	60,000	39,432	7,120	32,312	52,880
5857	Payroll Fees	3,750	8,000	8,568	9,185	(616)	(1,185)
5861	Prior Yr Exp (not accrued)	-	31,727	82,606	82,606	-	(50,879)
5863	Professional Development	37,100	37,100	37,100	29,630	7,470	7,470
5869	Special Education Contract Instructors	40,000	65,000	65,000	64,868	132	132
5872	Special Education Encroachment	25,699	25,699	26,652	26,660	(7)	(960)
5874	Sports	-	-	-	-	-	-
5875	Staff Recruiting	1,901	1,901	1,901	-	1,901	1,901
5884	Substitutes	15,000	20,000	20,000	17,211	2,789	2,789
5887	Technology Services	35,000	35,000	35,000	12,927	22,073	22,073
5898	Bad Debt Expense	-	0	0	0	-	(0)
5899	Miscellaneous Operating Expenses	-	-	0	0	-	(0)
5900	Communications	30,000	20,000	20,000	18,102	1,898	1,898
5915	Postage and Delivery	2,000	2,000	2,000	1,619	381	381
SUBTOTAL - Services & Other Operating Exp.		594,065	655,357	699,244	595,692	103,552	59,665
6900	Total Depreciation (includes Prior Years)	17,201	4,774	4,774	7,177	2,403	(2,403)
TOTAL EXPENSES including Depreciation		1,861,515	2,050,550	2,114,533	1,933,332	186,006	117,218

Magnolia Public Schools - MSA-6

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	1,575,467	1,518,270	1,549,755	1,552,530	2,775	34,260
Federal Revenue	137,828	161,359	166,735	146,067	(20,668)	(15,293)
Other State Revenues	214,078	253,252	258,506	263,623	5,117	10,371
Local Revenues	14,120	10,512	16,046	13,193	(2,853)	2,681
Fundraising and Grants	10,000	11,100	14,850	14,850	-	3,750
Total Revenue	1,951,493	1,954,494	2,005,892	1,990,263	(15,629)	35,770
Expenses						
Compensation and Benefits	965,253	1,082,926	1,076,347	1,040,053	36,294	42,873
Books and Supplies	110,183	154,776	161,747	123,108	38,639	31,668
Services and Other Operating Expenditures	575,774	555,450	564,661	499,809	64,852	55,641
Depreciation	6,368	28,726	28,726	19,778	8,948	8,948
Total Expenses	1,657,578	1,821,878	1,831,481	1,682,747	148,733	139,130
Operating Income	293,915	132,616	174,412	307,516	133,104	174,900
Fund Balance						
Beginning Balance (Unaudited)	938,327	938,327	1,006,776	1,006,776		
Audit Adjustment	-	-	(61,339)	(61,339)		
Beginning Balance (Audited)	938,327	938,327	945,437	307,516		
Operating Income (including Depreciation)	293,915	132,616	174,412	307,516		
Ending Fund Balance	1,232,242	1,070,943	1,119,849	615,032		
Capital Outlay	20,000	-	-	-		
Total ADA	173.7	167.9	171.2	171.2	0.0	3.3

Magnolia Public Schools - MSA-6

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement							
8011	Charter Schools LCFF - State Aid	994,308	971,806	956,044	964,640	8,596	(7,166)
8012	Education Protection Account Entitlement	251,311	221,995	229,953	224,132	(5,821)	2,137
8019	State Aid - Prior Years	-	134	416	416	-	282
8096	Charter Schools in Lieu of Property Taxes	329,848	324,335	363,342	363,342	-	39,007
SUBTOTAL - LCFF Entitlement		1,575,467	1,518,270	1,549,755	1,552,530	2,775	34,260
8100 Federal Revenue							
8181	Special Education - Entitlement	35,542	32,331	33,014	33,074	60	743
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	31,452	49,812	49,812	48,794	(1,017)	(1,017)
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	47,977	58,499	59,413	59,699	286	1,200
8292	Title II	2,363	717	711	721	10	4
8296	Other Federal Revenue	20,000	20,000	23,785	3,785	(20,000)	(16,215)
8297	PY Federal - Not Accrued	-	-	-	(7)	(7)	(7)
SUBTOTAL - Federal Income		137,828	161,359	166,735	146,067	(20,668)	(15,293)

Magnolia Public Schools - MSA-6

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8300	Other State Revenues						
8319	Other State Apportionments - Prior Years	-	-	2,640	3,702	1,061	3,702
8380	Special Ed	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	100,140	94,407	96,401	96,397	(3)	1,990
8382	Special Education Reimbursement (State)	-	-	-	-	-	-
8520	Child Nutrition - State	3,379	3,593	3,593	3,385	(209)	(209)
8545	School Facilities Apportionments	80,000	85,125	85,125	89,609	4,484	4,484
8550	Mandated Cost Reimbursements	2,419	38,352	38,352	38,352	-	0
8560	State Lottery Revenue	28,139	31,735	32,355	32,097	(258)	362
8590	All Other State Revenue	-	40	40	82	42	42
	SUBTOTAL - Other State Income	214,078	253,252	258,506	263,623	5,117	10,371
8699	All Other Local Revenue	4,120	4,120	2,853	-	(2,853)	(4,120)
8714	SpEd Option 3	10,000	6,392	13,193	13,193	-	6,801
	SUBTOTAL - Local Revenues	14,120	10,512	16,046	13,193	(2,853)	2,681
8800	Donations/Fundraising						
8802	Donations - Private	-	4,511	7,562	7,562	-	3,051
8803	Fundraising	10,000	6,589	7,288	7,288	-	699
	SUBTOTAL - Fundraising and Grants	10,000	11,100	14,850	14,850	-	3,750
TOTAL REVENUE		1,951,493	1,954,494	2,005,892	1,990,263	(15,629)	35,770

Magnolia Public Schools - MSA-6

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	500,008	473,509	455,093	445,595	9,498	27,914
1300	Certificated Supervisor & Administrator Salaries	165,373	250,789	250,789	245,068	5,721	5,721
	SUBTOTAL - Certificated Employees	665,381	724,298	705,882	690,663	15,219	33,636
2300	Classified Supervisor & Administrator Salaries	-	-	-	-	-	-
2400	Classified Clerical & Office Salaries	68,504	87,117	79,617	77,659	1,958	9,458
2900	Classified Other Salaries	18,750	34,500	42,000	36,298	5,702	(1,798)
	SUBTOTAL - Classified Employees	87,254	121,617	121,617	113,957	7,660	7,660
Employee Benefits Summary							
3100	STRS	82,447	92,228	89,911	86,706	3,205	5,522
3200	PERS	5,869	9,490	12,782	12,236	546	(2,745)
3300	OASDI-Medicare-Alternative	17,058	19,409	23,835	23,171	664	(3,762)
3400	Health & Welfare Benefits	98,213	102,936	109,589	103,773	5,815	(838)
3500	Unemployment Insurance	376	3,423	3,414	423	2,991	3,000
3600	Workers Comp Insurance	8,655	9,525	9,318	9,125	193	400
	SUBTOTAL - Employee Benefits	212,618	237,011	248,848	235,434	13,414	1,577

Magnolia Public Schools - MSA-6

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	5,000	45,000	45,000	43,195	1,805	1,805
4200	Books & Other Reference Materials	3,000	1,000	1,000	-	1,000	1,000
4315	Custodial Supplies	-	-	171	343	(171)	(343)
4320	Educational Software	20,000	14,000	14,000	13,528	472	472
4325	Instructional Materials & Supplies	7,000	3,000	3,960	7,109	(3,149)	(4,109)
4326	Art & Music Supplies	-	-	-	-	-	-
4330	Office Supplies	4,200	4,200	8,000	7,216	784	(3,016)
4335	PE Supplies	1,000	1,000	2,000	1,635	365	(635)
4340	Professional Development Supplies	-	-	40	40	-	(40)
4345	Non Instructional Student Materials & Supplies	3,000	2,500	2,500	1,839	661	661
4346	Teacher Supplies	1,000	1,000	1,000	946	54	54
4350	Uniforms	-	-	-	610	(610)	(610)
4400	Noncapitalized Equipment	5,000	5,000	5,000	-	5,000	5,000
4410	Classroom Furniture, Equipment & Supplies	2,000	2,000	2,000	280	1,720	1,720
4420	Computers (individual items less than \$5k)	19,500	19,500	19,500	-	19,500	19,500
4700	Food	39,483	56,076	56,076	45,234	10,841	10,841
4720	Other Food	-	500	1,500	1,133	367	(633)
	SUBTOTAL - Books and Supplies	110,183	154,776	161,747	123,108	38,639	31,668
5000	Services & Other Operating Expenses						
5100	Subagreements	-	-	-	-	-	-
5101	CMO Fees	72,914	75,995	75,995	76,044	(49)	(49)
5102	Direct CMO Fee (Shared Staff)	12,485	13,621	13,621	13,753	(132)	(132)
5200	Travel & Conferences	3,000	-	-	-	-	-
5215	Travel - Mileage, Parking, Tolls	1,000	1,000	1,000	2,336	(1,336)	(1,336)
5220	Travel and Lodging	-	3,000	3,000	209	2,791	2,791
5300	Dues & Memberships	1,000	1,826	1,826	1,826	-	-
5450	Insurance - Other	9,000	9,838	9,838	9,835	3	3
5500	Operations & Housekeeping	4,000	4,000	3,829	1,822	2,007	2,178
5510	Utilities - Gas and Electric	7,000	7,000	7,000	6,006	994	994
5605	Equipment Leases	4,800	4,800	4,800	5,683	(883)	(883)
5610	Rent	114,000	113,500	113,500	113,500	-	-
5615	Repairs and Maintenance - Building	2,000	2,000	2,000	(79)	2,079	2,079
5803	Accounting Fees	4,500	4,500	4,500	4,320	180	180
5809	Banking Fees	500	500	500	372	128	128
5814	School Programs - Academic Competitions	-	-	325	325	-	(325)

Magnolia Public Schools - MSA-6

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5819	School Programs - Other	5,000	5,000	4,675	3,122	1,553	1,878
5820	Consultants - Non Instructional - Custom 1	2,000	8,000	8,000	6,876	1,124	1,124
5822	Consultants - Non Instructional - Custom 3	23,583	23,583	20,000	20,740	(740)	2,843
5824	District Oversight Fees	15,755	15,183	15,498	15,521	(24)	(338)
5830	Field Trips Expenses	10,000	10,000	10,000	8,073	1,928	1,928
5845	Legal Fees	10,000	10,000	5,000	2,000	3,000	8,000
5851	Marketing and Student Recruiting	10,000	18,000	18,000	13,380	4,620	4,620
5857	Payroll Fees	7,000	7,000	10,100	10,185	(85)	(3,185)
5860	Printing and Reproduction	-	-	-	-	-	-
5861	Prior Yr Exp (not accrued)	-	3,756	4,639	4,639	-	(883)
5863	Professional Development	32,100	36,000	35,000	31,923	3,078	4,078
5869	Special Education Contract Instructors	32,000	32,000	32,000	33,554	(1,554)	(1,554)
5872	Special Education Encroachment	27,137	25,348	25,883	25,894	(11)	(547)
5884	Substitutes	25,000	20,000	36,000	30,231	5,769	(10,231)
5887	Technology Services	72,000	72,000	70,000	33,629	36,371	38,371
5898	Bad Debt Expense	-	0	133	133	-	(133)
5899	Miscellaneous Operating Expenses	40,000	-	-	0	(0)	(0)
5900	Communications	24,000	24,000	24,000	20,426	3,574	3,574
5915	Postage and Delivery	4,000	4,000	4,000	3,531	469	469
SUBTOTAL - Services & Other Operating Exp.		575,774	555,450	564,661	499,809	64,852	55,641
6900	Total Depreciation (includes Prior Years)	6,368	28,726	28,726	19,778	(8,948)	8,948
TOTAL EXPENSES including Depreciation		1,657,578	1,821,878	1,831,716	1,682,747	130,837	139,130

Magnolia Public Schools - MSA-7

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	2,671,595	2,599,553	2,588,482	2,586,389	(2,093)	(13,164)
Federal Revenue	346,072	421,493	254,745	229,977	(24,768)	(191,516)
Other State Revenues	578,580	622,567	629,151	651,548	22,397	28,981
Local Revenues	54,198	71,193	69,506	63,129	(6,376)	(8,064)
Fundraising and Grants	50,000	25,000	25,000	20,150	(4,850)	(4,850)
Total Revenue	3,700,444	3,739,806	3,566,884	3,551,194	(15,690)	(188,613)
Expenses						
Compensation and Benefits	1,710,715	1,723,704	1,672,960	1,613,033	59,927	110,671
Books and Supplies	333,447	306,250	301,250	292,979	8,271	13,271
Services and Other Operating Expenditures	1,557,568	1,626,862	1,633,545	1,554,055	79,490	72,808
Depreciation	45,027	36,918	37,295	20,286	17,009	16,632
Total Expenses	3,646,756	3,693,734	3,645,049	3,480,352	164,697	213,382
Operating Income	53,688	46,072	(78,165)	70,841	149,007	24,769
Fund Balance						
Beginning Balance (Unaudited)	922,760	922,760	939,109	939,109		
Audit Adjustment	-	-	8,244	8,244		
Beginning Balance (Audited)	922,760	922,760	947,353	947,353		
Operating Income (including Depreciation)	53,688	46,072	(78,165)	70,841		
Ending Fund Balance	976,448	968,832	869,188	1,018,194		
Capital Outlay	60,000	198,325	77,650	-		
Total ADA	291.4	284.7	283.1	283.1	-	(1.6)

Magnolia Public Schools - MSA-7

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement						-	-
8011	Charter Schools LCFF - State Aid	1,804,821	1,684,753	1,618,448	1,625,681	7,233	(59,072)
8012	Education Protection Account Entitlement	387,438	364,640	368,412	359,086	(9,326)	(5,554)
8019	State Aid - Prior Years	-	282	778	778	-	496
8096	Charter Schools in Lieu of Property Taxes	479,335	549,878	600,844	600,844	(0)	50,966
SUBTOTAL - LCFF Entitlement		2,671,595	2,599,553	2,588,482	2,586,389	(2,093)	(13,164)
8100 Federal Revenue							
8181	Special Education - Entitlement	56,829	53,691	54,594	54,693	99	1,002
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	169,792	105,994	105,994	80,705	(25,289)	(25,289)
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	80,679	84,709	86,036	86,453	417	1,744
8292	Title II	1,258	1,127	1,118	1,134	16	7
8296	Other Federal Revenue	37,200	175,525	6,557	6,557	-	(168,968)
8297	PY Federal - Not Accrued	-	446	446	435	(11)	(11)
SUBTOTAL - Federal Income		346,072	421,493	254,745	229,977	(24,768)	(191,516)
8300 Other State Revenues							
8311	Other State Apportionments - Current Year	-	-	-	-	-	-
8319	Other State Apportionments - Prior Years	-	896	5,144	6,906	1,762	6,010
8381	Special Education - Entitlement (State)	167,864	156,778	159,414	159,408	(6)	2,630
8520	Child Nutrition - State	13,246	7,940	7,940	6,255	(1,685)	(1,685)
8545	School Facilities Apportionments	196,321	189,390	189,390	212,318	22,928	22,928
8550	Mandated Cost Reimbursements	3,937	63,689	63,689	63,688	(1)	(1)
8560	State Lottery Revenue	47,212	53,804	53,504	52,830	(674)	(974)
8590	All Other State Revenue	-	71	71	144	73	73
8596	ASES	150,000	150,000	150,000	150,000	-	-
SUBTOTAL - Other State Income		578,580	622,567	629,151	651,548	22,397	28,981

Magnolia Public Schools - MSA-7

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8600	Other Local Revenue						
8634	Food Service Sales	12,449	12,449	12,829	13,283	454	834
8636	Uniforms	8,468	8,468	374	374	-	(8,094)
8682	Summer Program	13,600	28,554	28,554	28,554	-	-
8690	Other Local Revenue	7,140	15,759	15,607	8,777	(6,830)	(6,982)
8699	All Other Local Revenue	-	90	242	242	-	152
8714	SpEd Option 3	12,541	5,873	11,899	11,899	-	6,026
	SUBTOTAL - Local Revenues	54,198	71,193	69,506	63,129	(6,376)	(8,064)
8800	Donations/Fundraising						
8801	Donations - Parents	-	-	-	-	-	-
8802	Donations - Private	-	500	1,872	6,872	5,000	6,372
8803	Fundraising	50,000	24,500	23,128	13,278	(9,850)	(11,222)
	SUBTOTAL - Fundraising and Grants	50,000	25,000	25,000	20,150	(4,850)	(4,850)
TOTAL REVENUE		3,700,444	3,739,806	3,566,884	3,551,194	(15,690)	(188,613)

Magnolia Public Schools - MSA-7

Budget vs. Actuals

UAR FY17

		Budget				Variance	
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	863,926	920,976	872,752	854,277	18,475	66,699
1300	Certificated Supervisor & Administrator Salaries	159,199	181,516	181,516	167,526	13,990	13,990
SUBTOTAL - Certificated Employees		1,023,125	1,102,492	1,054,268	1,021,803	32,464	80,689
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	58,170	90,628	92,619	94,322	(1,703)	(3,694)
2900	Classified Other Salaries	251,809	158,634	156,002	152,301	3,700	6,333
SUBTOTAL - Classified Employees		309,979	249,262	248,621	246,623	1,998	2,639
Employee Benefits Summary							
3100	STRS	119,347	131,525	125,458	128,637	(3,179)	2,888
3200	PERS	22,847	27,262	28,766	27,970	795	(709)
3300	OASDI-Medicare-Alternative	43,218	38,843	38,102	35,610	2,492	3,233
3400	Health & Welfare Benefits	178,200	155,423	159,423	135,947	23,476	19,476
3500	Unemployment Insurance	667	3,676	3,651	1,982	1,670	1,694
3600	Workers Comp Insurance	13,331	15,221	14,671	14,460	211	761
SUBTOTAL - Employee Benefits		377,610	371,950	370,071	344,606	25,465	27,343

Magnolia Public Schools - MSA-7

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	45,000	90,000	86,673	83,998	2,675	6,002
4200	Books & Other Reference Materials	21,500	5,000	5,000	498	4,502	4,502
4315	Custodial Supplies	8,000	8,000	8,000	4,895	3,105	3,105
4320	Educational Software	10,000	10,888	15,476	16,371	(895)	(5,483)
4325	Instructional Materials & Supplies	15,000	14,500	12,506	12,354	152	2,146
4326	Art & Music Supplies	500	1,500	2,133	2,530	(397)	(1,030)
4330	Office Supplies	13,200	13,200	13,200	14,317	(1,117)	(1,117)
4335	PE Supplies	2,000	2,000	2,000	685	1,315	1,315
4340	Professional Development Supplies	-	-	-	-	-	-
4345	Non Instructional Student Materials & Supplies	1,000	1,500	1,600	1,927	(326)	(427)
4346	Teacher Supplies	2,400	2,400	1,583	213	1,370	2,187
4350	Uniforms	-	-	-	-	-	-
4351	Yearbook	760	760	760	685	75	75
4400	Noncapitalized Equipment	-	-	-	-	-	-
4410	Classroom Furniture, Equipment & Supplies	4,700	4,400	3,991	4,156	(165)	244
4420	Computers (individual items less than \$5k)	11,500	11,500	12,146	34,331	(22,185)	(22,831)
4430	Non Classroom Related Furniture, Equipment & Sup	2,300	2,600	3,180	3,180	-	(580)
4700	Food	195,487	132,702	127,702	110,201	17,501	22,501
4710	Student Food Services	-	-	-	-	-	-
4720	Other Food	100	5,300	5,300	2,639	2,661	2,661
	SUBTOTAL - Books and Supplies	333,447	306,250	301,250	292,979	8,271	13,271

Magnolia Public Schools - MSA-7

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5000	Services & Other Operating Expenses						
5100	Subagreements	-	-	-	-	-	-
5101	CMO Fees	607,620	633,292	633,292	633,701	(409)	(409)
5102	Direct CMO Fee (Shared Staff)	21,260	22,779	22,779	23,000	(221)	(221)
5200	Travel & Conferences	407	-	-	-	-	-
5210	Conference Fees	4,000	4,000	4,000	425	3,575	3,575
5215	Travel - Mileage, Parking, Tolls	1,500	1,500	2,000	3,627	(1,627)	(2,127)
5220	Travel and Lodging	2,772	2,772	2,272	302	1,971	2,471
5300	Dues & Memberships	9,000	9,000	9,000	2,185	6,815	6,815
5450	Insurance - Other	14,905	16,642	16,642	16,638	4	4
5500	Operations & Housekeeping	10,000	10,000	10,000	3,403	6,597	6,597
5510	Utilities - Gas and Electric	55,680	55,680	55,680	43,399	12,281	12,281
5605	Equipment Leases	8,400	8,400	8,400	6,983	1,417	1,417
5610	Rent	261,761	260,628	260,628	260,628	-	-
5611	Prop 39 Related Costs	-	-	-	-	-	-
5615	Repairs and Maintenance - Building	23,000	23,000	23,000	33,178	(10,178)	(10,178)
5617	Repairs and Maintenance - Other Equipment	2,000	2,000	2,000	-	2,000	2,000
5803	Accounting Fees	5,500	10,000	10,000	7,144	2,856	2,856
5809	Banking Fees	3,000	3,000	3,000	401	2,599	2,599
5813	School Programs - After School Program	150,000	150,000	150,000	150,000	-	-
5814	School Programs - Academic Competitions	108	214	214	214	-	-
5819	School Programs - Other	8,000	8,000	8,000	4,907	3,093	3,093
5820	Consultants - Non Instructional - Custom 1	8,584	8,584	8,584	9,587	(1,003)	(1,003)
5822	Consultants - Non Instructional - Custom 3	6,000	10,000	15,000	19,102	(4,102)	(9,102)

Magnolia Public Schools - MSA-7

Budget vs. Actuals

UAR FY17

		Budget				Variance	
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5824	District Oversight Fees	27,250	25,996	25,885	25,856	29	139
5830	Field Trips Expenses	10,000	10,000	10,000	5,817	4,183	4,183
5845	Legal Fees	10,000	10,000	10,000	1,578	8,422	8,422
5851	Marketing and Student Recruiting	3,000	3,000	3,000	445	2,555	2,555
5857	Payroll Fees	21,600	21,600	14,000	13,376	624	8,224
5861	Prior Yr Exp (not accrued)	-	(8,942)	(7,257)	(8,892)	1,635	(50)
5863	Professional Development	43,100	43,100	43,100	27,308	15,792	15,792
5869	Special Education Contract Instructors	86,324	114,324	114,324	107,805	6,519	6,519
5872	Special Education Encroachment	44,939	42,094	42,802	42,820	(19)	(726)
5884	Substitutes	21,658	40,000	57,000	54,671	2,329	(14,671)
5887	Technology Services	50,600	50,600	50,600	44,559	6,041	6,041
5898	Bad Debt Expense	-	-	-	(1)	1	1
5899	Miscellaneous Operating Expenses	-	0	0	0	-	-
5900	Communications	32,000	32,000	22,000	18,224	3,776	13,776
5915	Postage and Delivery	3,600	3,600	3,600	1,667	1,933	1,933
	SUBTOTAL - Services & Other Operating Exp.	1,557,568	1,626,862	1,633,545	1,554,055	79,490	72,808
6900	Total Depreciation (includes Prior Years)	45,027	36,918	37,295	20,286	(17,009)	16,632
	TOTAL EXPENSES including Depreciation	3,646,756	3,693,734	3,645,049	3,480,352	130,679	213,382

Magnolia Public Schools - MSA-8Budget vs. Actuals
UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,438,632	4,440,491	4,522,135	4,526,038	3,903	85,547
Federal Revenue	296,081	297,469	308,278	309,445	1,167	11,976
Other State Revenues	508,978	620,258	633,323	635,664	2,341	15,406
Local Revenues	90,229	70,411	53,088	53,088	-	(17,323)
Fundraising and Grants	20,000	20,000	20,000	18,851	(1,149)	(1,149)
Total Revenue	5,353,920	5,448,629	5,536,824	5,543,087	6,263	94,458
Expenses						
Compensation and Benefits	2,842,777	2,822,906	2,832,803	2,773,282	59,521	49,624
Books and Supplies	297,700	420,157	444,657	325,823	118,834	94,334
Services and Other Operating Expenditures	2,081,816	2,142,840	2,103,182	2,013,952	89,230	128,888
Depreciation	68,156	84,873	84,873	67,806	17,067	17,067
Total Expenses	5,290,449	5,470,776	5,465,515	5,180,863	284,652	289,913
Operating Income	63,471	(22,148)	71,309	362,224	290,915	384,371
Fund Balance						
Beginning Balance (Unaudited)	3,019,921	3,019,921	3,061,348	3,061,348		
Audit Adjustment	-	-	(90,501)	(90,501)		
Beginning Balance (Audited)	3,019,921	3,019,921	2,970,847	2,970,847		
Operating Income (including Depreciation)	63,471	(22,148)	71,309	362,224		
Ending Fund Balance	3,083,391	2,997,773	3,042,156	3,333,071		
Capital Outlay	84,000	84,000	84,000	-		
Total ADA	477.7	477.7	485.7	485.7	-	8.0

Magnolia Public Schools - MSA-8Budget vs. Actuals
UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement							
8011	Charter Schools LCFF - State Aid	2,995,658	2,884,036	2,835,876	2,856,338	20,462	(27,698)
8012	Education Protection Account Entitlement	657,309	633,310	654,185	637,626	(16,559)	4,316
8019	State Aid - Prior Years	-	468	1,306	1,306	-	838
8096	Charter Schools in Lieu of Property Taxes	785,666	922,677	1,030,768	1,030,768	0	108,091
SUBTOTAL - LCFF Entitlement		4,438,632	4,440,491	4,522,135	4,526,038	3,903	85,547
8100 Federal Revenue							
8181	Special Education - Entitlement	93,147	92,406	93,658	93,828	170	1,422
8291	Title I	200,332	202,691	205,859	206,843	984	4,152
8292	Title II	2,451	2,345	2,326	2,358	32	13
8296	Other Federal Revenue	-	-	6,409	6,409	-	6,409
8297	PY Federal - Not Accrued	-	27	27	8	(19)	(19)
SUBTOTAL - Federal Income		296,081	297,469	308,278	309,445	1,167	11,976
8300 Other State Revenues							
8311	Other State Apportionments - Current Year	-	-	-	-	-	-
8319	Other State Apportionments - Prior Years	-	420	8,323	11,356	3,033	10,936
8381	Special Education - Entitlement (State)	275,141	269,825	273,479	273,470	(10)	3,645
8550	Mandated Cost Reimbursements	6,453	109,613	109,613	109,613	-	0
8560	State Lottery Revenue	77,383	90,281	91,788	90,985	(803)	704
8590	All Other State Revenue	-	120	120	240	121	121
8596	ASES	150,000	150,000	150,000	150,000	-	-
SUBTOTAL - Other State Income		508,978	620,258	633,323	635,664	2,341	15,406

Magnolia Public Schools - MSA-8

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8600	Other Local Revenue						
8682	Summer Program	13,600	30,463	30,463	30,463	-	-
8693	Field Trips	10,200	10,200	-	-	-	(10,200)
8699	All Other Local Revenue	18,692	18,692	1,624	1,624	-	(17,068)
8714	SpEd Option 3	17,075	11,056	21,002	21,002	-	9,946
	SUBTOTAL - Local Revenues	90,229	70,411	53,088	53,088	-	(17,323)
8800	Donations/Fundraising						
8803	Fundraising	20,000	20,000	20,000	18,851	(1,149)	(1,149)
	SUBTOTAL - Fundraising and Grants	20,000	20,000	20,000	18,851	(1,149)	(1,149)
TOTAL REVENUE		5,353,920	5,448,629	5,536,824	5,543,087	6,263	94,458

Magnolia Public Schools - MSA-8

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	1,455,168	1,454,903	1,459,437	1,449,051	10,386	5,852
1300	Certificated Supervisor & Administrator Salaries	425,165	347,203	348,956	326,143	22,812	21,060
SUBTOTAL - Certificated Employees		1,880,332	1,802,106	1,808,393	1,775,194	33,199	26,912
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	185,996	129,851	129,776	131,650	(1,874)	(1,799)
2900	Classified Other Salaries	137,069	275,892	268,140	261,975	6,165	13,918
SUBTOTAL - Classified Employees		323,065	405,744	397,916	393,625	4,291	12,119
Employee Benefits Summary							
3100	STRS	234,030	224,189	224,980	223,725	1,254	464
3200	PERS	37,396	46,345	46,441	44,549	1,892	1,796
3300	OASDI-Medicare-Alternative	53,218	58,718	58,224	53,479	4,745	5,239
3400	Health & Welfare Benefits	291,600	256,840	267,902	253,853	14,049	2,987
3500	Unemployment Insurance	1,102	4,104	4,103	4,147	(43)	(43)
3600	Workers Comp Insurance	22,034	24,860	24,843	24,709	134	151
SUBTOTAL - Employee Benefits		639,379	615,056	626,494	604,462	22,032	10,594

Magnolia Public Schools - MSA-8

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	22,000	22,000	19,899	24,635	(4,736)	(2,635)
4200	Books & Other Reference Materials	-	1,000	1,000	640	360	360
4315	Custodial Supplies	-	-	-	-	-	-
4320	Educational Software	15,000	20,000	20,943	24,153	(3,210)	(4,153)
4325	Instructional Materials & Supplies	35,000	33,669	33,291	25,960	7,330	7,708
4326	Art & Music Supplies	15,000	15,000	9,500	4,415	5,085	10,585
4330	Office Supplies	14,200	25,000	25,000	25,233	(233)	(233)
4335	PE Supplies	-	331	1,489	2,198	(709)	(1,867)
4340	Professional Development Supplies	-	-	-	-	-	-
4345	Non Instructional Student Materials & Supplies	9,000	9,000	8,878	9,888	(1,010)	(888)
4346	Teacher Supplies	5,000	5,000	5,000	1,731	3,269	3,269
4350	Uniforms	8,000	-	500	500	-	(500)
4351	Yearbook	5,000	5,000	-	-	-	5,000
4400	Noncapitalized Equipment	-	14,641	5,641	4,054	1,587	10,587
4410	Classroom Furniture, Equipment & Supplies	-	517	16,496	19,939	(3,443)	(19,423)
4420	Computers (individual items less than \$5k)	11,500	11,500	41,500	15,471	26,029	(3,971)
4430	Non Classroom Related Furniture, Equipment & Supl	8,000	7,500	5,521	3,784	1,737	3,716
4700	Food	140,000	240,000	240,000	158,855	81,145	81,145
4720	Other Food	10,000	10,000	10,000	4,367	5,633	5,633
	SUBTOTAL - Books and Supplies	297,700	420,157	444,657	325,823	118,834	94,334
5000	Services & Other Operating Expenses						
5100	Subagreements	-	-	-	-	-	-
5101	CMO Fees	972,192	1,013,267	1,013,267	1,013,921	(654)	(654)
5102	Direct CMO Fee (Shared Staff)	35,258	38,555	38,555	38,928	(373)	(373)
5210	Conference Fees	10,000	10,000	10,000	5,716	4,284	4,284
5215	Travel - Mileage, Parking, Tolls	5,000	5,000	5,000	1,489	3,511	3,511
5220	Travel and Lodging	10,000	10,000	10,000	4,266	5,734	5,734
5300	Dues & Memberships	7,500	7,500	7,500	3,486	4,014	4,014
5450	Insurance - Other	25,000	25,854	25,859	25,858	1	(4)
5500	Operations & Housekeeping	35,000	35,000	35,000	1,348	33,652	33,652
5605	Equipment Leases	50,000	50,000	50,000	37,924	12,076	12,076
5610	Rent	228,961	228,961	228,961	235,424	(6,463)	(6,463)
5617	Repairs and Maintenance - Other Equipment	3,000	3,000	3,000	1,899	1,101	1,101
5803	Accounting Fees	9,021	15,000	15,000	12,255	2,745	2,745

Magnolia Public Schools - MSA-8

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5809	Banking Fees	500	500	500	380	120	120
5813	School Programs - After School Program	150,000	150,000	150,000	150,000	-	-
5819	School Programs - Other	-	-	11,290	11,465	(175)	(11,465)
5820	Consultants - Non Instructional - Custom 1	9,000	9,000	13,000	14,730	(1,730)	(5,730)
5822	Consultants - Non Instructional - Custom 3	59,000	59,000	44,210	30,743	13,468	28,257
5824	District Oversight Fees	45,554	44,405	45,221	45,247	(26)	(842)
5830	Field Trips Expenses	30,000	30,000	30,619	32,041	(1,422)	(2,041)
5833	Fines and Penalties	-	-	-	2,149	(2,149)	(2,149)
5845	Legal Fees	10,000	10,000	13,402	13,402	-	(3,402)
5851	Marketing and Student Recruiting	8,000	8,000	8,016	8,016	-	(16)
5857	Payroll Fees	20,784	20,784	16,500	15,888	612	4,896
5861	Prior Yr Exp (not accrued)	-	6,306	(9,371)	(9,371)	-	15,677
5863	Professional Development	105,000	111,000	86,000	91,875	(5,875)	19,125
5869	Special Education Contract Instructors	64,512	64,512	64,512	44,854	19,658	19,658
5872	Special Education Encroachment	73,785	72,446	73,427	73,459	(32)	(1,013)
5884	Substitutes	64,750	64,750	64,750	66,140	(1,390)	(1,390)
5885	Tutor	-	-	-	-	-	-
5887	Technology Services	38,000	38,000	36,963	32,332	4,631	5,668
5898	Bad Debt Expense	-	-	-	(0)	0	0
5899	Miscellaneous Operating Expenses	-	-	0	0	-	(0)
5915	Postage and Delivery	12,000	12,000	12,000	8,088	3,912	3,912
	SUBTOTAL - Services & Other Operating Exp.	2,081,816	2,142,840	2,103,182	2,013,952	89,230	128,888
6900	Total Depreciation (includes Prior Years)	68,156	84,873	84,873	67,806	(17,067)	17,067
	TOTAL EXPENSES including Depreciation	5,290,449	5,470,776	5,465,515	5,180,863	250,518	289,913

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	4,595,312	5,465,892	5,516,915	5,507,828	(9,087)	41,936
Federal Revenue	394,527	783,158	766,482	704,895	(61,586)	(78,263)
Other State Revenues	345,918	556,982	577,993	583,783	5,790	26,801
Local Revenues	16,505	26,185	24,687	26,463	1,776	278
Fundraising and Grants	22,000	27,854	49,346	55,680	6,334	27,826
Total Revenue	5,374,262	6,860,071	6,918,148	6,878,649	(39,499)	18,578
Expenses						
Compensation and Benefits	3,059,757	3,768,383	3,817,416	3,754,942	62,474	13,441
Books and Supplies	691,730	829,376	987,499	986,261	1,238	(156,885)
Services and Other Operating Expenditures	1,775,769	2,087,914	2,170,129	2,125,629	44,500	(37,716)
Depreciation	397,234	373,813	373,813	434,567	(60,753)	(60,753)
Total Expenses	5,924,489	7,059,486	7,348,859	7,301,399	47,459	(241,913)
Operating Income	(550,228)	(199,416)	(430,711)	(422,751)	7,960	(223,335)
Fund Balance						
Beginning Balance (Unaudited)	8,212,887	8,212,887	8,291,101	8,291,101		
Audit Adjustment	-	-	7,820	7,820		
Beginning Balance (Audited)	8,212,887	8,212,887	8,298,921	8,298,921		
Operating Income (including Depreciation)	(550,228)	(199,416)	(430,711)	(422,751)		
Ending Fund Balance	7,662,659	8,013,471	7,868,210	7,876,170		
Capital Outlay	13,389,061	115,124	115,124	-		
Total ADA	511.5	606.0	610.7	610.7	-	4.7

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement						-	-
8011	Charter Schools LCFF - State Aid	3,517,160	4,197,607	3,946,844	3,937,757	(9,087)	(259,850)
8012	Education Protection Account Entitlement	102,290	121,204	122,146	122,146	-	942
8019	State Aid - Prior Years	-	-	-	-	-	-
8096	Charter Schools in Lieu of Property Taxes	975,862	1,147,081	1,447,925	1,447,925	0	300,844
SUBTOTAL - LCFF Entitlement		4,595,312	5,465,892	5,516,915	5,507,828	(9,087)	41,936
8100 Federal Revenue							
8181	Special Education - Entitlement	17,061	18,000	18,288	18,288	-	288
8182	Special Education Reimbursement	-	-	-	-	-	-
8220	Child Nutrition Programs	183,550	227,287	227,287	208,234	(19,053)	(19,053)
8290	No Child Left Behind	-	-	-	-	-	-
8291	Title I	134,489	219,592	219,592	209,941	(9,651)	(9,651)
8292	Title II	2,362	2,362	2,723	2,545	(178)	183
8293	Title III	2,665	-	-	-	-	-
8294	Title IV	-	-	-	-	-	-
8295	Title V	-	-	-	-	-	-
8296	Other Federal Revenue	54,400	54,400	19,666	4,236	(15,430)	(50,164)
8297	PY Federal - Not Accrued	-	162	296	296	-	134
8298	Implementation Grant	-	261,355	261,355	261,355	-	-
8299	All Other Federal Revenue	-	-	-	-	-	-
SUBTOTAL - Federal Income		394,527	783,158	749,207	704,895	(44,311)	(78,263)
8300 Other State Revenues							
8319	Other State Apportionments - Prior Years	-	6,193	6,349	6,409	60	216
8381	Special Education - Entitlement (State)	245,368	304,828	309,640	310,237	597	5,409
8382	Special Education Reimbursement (State)	-	-	23,018	24,518	1,501	24,518
8520	Child Nutrition - State	7,396	14,137	14,137	18,580	4,443	4,443
8545	School Facilities Apportionments	-	-	-	-	-	-
8550	Mandated Cost Reimbursements	10,299	42,286	34,421	34,421	-	(7,865)
8560	State Lottery Revenue	82,855	114,538	115,428	114,463	(965)	(75)
8590	All Other State Revenue	-	75,000	75,000	75,155	155	155
8596	ASES	-	-	-	-	-	-
SUBTOTAL - Other State Income		345,918	556,982	577,993	583,783	5,790	26,801

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	(Budget vs. UAR)
8600	Other Local Revenue						
8634	Food Service Sales	15,900	15,900	13,784	15,288	1,504	(612)
8636	Uniforms	-	397	397	397	-	-
8660	Interest	533	533	1,650	1,972	322	1,438
8690	Other Local Revenue	-	9,354	8,856	8,806	(50)	(548)
8699	All Other Local Revenue	71	-	-	-	-	-
	SUBTOTAL - Local Revenues	16,505	26,185	24,687	26,463	1,776	278
8800	Donations/Fundraising						
8801	Donations - Parents	-	-	-	-	-	-
8802	Donations - Private	-	27,844	39,046	40,430	1,384	12,586
8803	Fundraising	22,000	10	10,300	15,250	4,950	15,240
	SUBTOTAL - Fundraising and Grants	22,000	27,854	49,346	55,680	6,334	27,826
TOTAL REVENUE		5,374,262	6,860,071	6,918,148	6,878,649	(39,499)	18,578

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	(Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	1,787,100	2,038,608	2,047,704	2,011,824	35,880	26,784
1300	Certificated Supervisor & Administrator Salaries	360,450	495,669	495,970	487,078	8,892	8,591
SUBTOTAL - Certificated Employees		2,147,550	2,534,277	2,543,674	2,498,902	44,772	35,375
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	70,000	160,266	170,661	169,361	1,300	(9,095)
2900	Classified Other Salaries	165,580	288,693	311,165	352,850	(41,685)	(64,158)
SUBTOTAL - Classified Employees		235,580	448,959	481,827	522,211	(40,385)	(73,253)
Employee Benefits Summary							
3100	STRS	249,908	300,333	301,011	300,282	729	51
3200	PERS	8,428	30,386	33,017	36,483	(3,466)	(6,097)
3300	OASDI-Medicare-Alternative	59,026	80,795	83,757	81,301	2,456	(506)
3400	Health & Welfare Benefits	332,100	335,551	335,551	277,926	57,625	57,625
3500	Unemployment Insurance	1,192	4,492	4,513	4,040	473	451
3600	Workers Comp Insurance	23,831	33,591	34,067	33,796	271	(205)
3700	Retiree Benefits	-	-	-	-	-	-
3800	PERS Reduction	-	-	-	-	-	-
3900	Other Employee Benefits	2,142	-	-	-	-	-
SUBTOTAL - Employee Benefits		676,627	785,148	791,916	733,829	58,087	51,319

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	235,150	240,000	240,000	236,983	3,017	3,017
4200	Books & Other Reference Materials	35,000	20,000	20,000	13,002	6,998	6,998
4315	Custodial Supplies	10,000	30,000	30,000	34,926	(4,926)	(4,926)
4320	Educational Software	10,000	10,000	14,638	15,513	(875)	(5,513)
4325	Instructional Materials & Supplies	65,500	47,007	42,732	47,624	(4,892)	(617)
4326	Art & Music Supplies	-	10,000	8,627	6,953	1,674	3,047
4330	Office Supplies	2,200	15,000	21,373	24,877	(3,504)	(9,877)
4335	PE Supplies	5,000	5,500	5,500	5,107	393	393
4340	Professional Development Supplies	-	-	-	-	-	-
4345	Non Instructional Student Materials & Supplies	11,185	10,185	10,185	7,530	2,655	2,655
4346	Teacher Supplies	-	9,000	11,101	11,101	-	(2,101)
4350	Uniforms	-	-	-	2,472	(2,472)	(2,472)
4351	Yearbook	-	-	-	-	-	-
4400	Noncapitalized Equipment	25	8,764	11,868	11,868	-	(3,104)
4410	Classroom Furniture, Equipment & Supplies	3,000	24,121	163,476	160,155	3,321	(136,034)
4420	Computers (individual items less than \$5k)	105,825	122,115	122,115	88,572	33,543	33,543
4423	Classroom Noncapitalized items 1	-	-	-	-	-	-
4425	Classroom Noncapitalized items 2	-	-	-	-	-	-
4430	Non Classroom Related Furniture, Equipment & Suppli	-	2,493	2,493	2,548	(54)	(54)
4433	Non Classroom Noncapitalized items 1	-	-	-	-	-	-
4435	Non Classroom Noncapitalized items 2	-	-	-	-	-	-
4700	Food	206,845	270,191	277,391	297,434	(20,043)	(27,243)
4710	Student Food Services	-	-	-	13,237	(13,237)	(13,237)
4720	Other Food	2,000	5,000	6,000	6,359	(359)	(1,359)
	SUBTOTAL - Books and Supplies	691,730	829,376	987,499	986,261	1,238	(156,885)

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5000	Services & Other Operating Expenses						
5100	Subagreements	-	-	-	-	-	-
5101	CMO Fees	972,192	1,013,267	1,013,267	1,013,921	(654)	(654)
5102	Direct CMO Fee (Shared Staff)	33,233	72,367	72,367	65,480	6,887	6,887
5200	Travel & Conferences	-	-	-	-	-	-
5210	Conference Fees	8,809	8,809	8,809	2,275	6,534	6,534
5215	Travel - Mileage, Parking, Tolls	20,000	10,000	10,000	4,705	5,295	5,295
5220	Travel and Lodging	-	-	-	-	-	-
5221	Student Parking	-	-	-	-	-	-
5223	Facility & Staff Parking	-	-	-	-	-	-
5225	Travel - Meals & Entertainment	-	-	-	-	-	-
5300	Dues & Memberships	6,000	6,000	6,000	5,386	614	614
5305	Dues & Membership - Professional	-	-	-	-	-	-
5310	Subscriptions	-	-	-	-	-	-
5400	Insurance	-	-	-	-	-	-
5450	Insurance - Other	32,415	21,456	21,456	21,456	-	-
5500	Operations & Housekeeping	8,500	25,000	30,000	30,531	(531)	(5,531)
5510	Utilities - Gas and Electric	55,000	144,772	100,000	67,160	32,840	77,612
5515	Janitorial, Gardening Services & Supplies	-	-	-	-	-	-
5520	Security	-	-	-	-	-	-
5525	Utilities - Waste	-	-	-	-	-	-
5530	Utilities - Water	-	-	-	-	-	-
5535	Utilities - All Utilities	-	-	-	-	-	-
5600	Rentals, Leases, & Repairs	-	-	-	-	-	-
5605	Equipment Leases	47,344	47,344	47,344	39,401	7,943	7,943
5610	Rent	-	37,129	37,129	37,129	-	-
5611	Prop 39 Related Costs	-	-	-	-	-	-
5615	Repairs and Maintenance - Building	3,000	30,000	34,964	34,964	-	(4,964)
5616	Repairs and Maintenance - Computers	-	-	-	-	-	-
5617	Repairs and Maintenance - Other Equipment	-	-	-	-	-	-
5618	Repairs & Maintenance - Auto	-	-	-	-	-	-
5625	Storage	-	-	-	-	-	-
5631	Other Rentals, Leases and Repairs 1	-	-	-	-	-	-
5632	Other Rentals, Leases and Repairs 2	-	-	-	-	-	-
5633	Other Rentals, Leases and Repairs 3	-	-	-	-	-	-
5634	Other Rentals, Leases and Repairs 4	-	-	-	-	-	-
5635	Other Rentals, Leases and Repairs 5	-	-	-	-	-	-
5699	Other Rentals, Leases and Repairs 6	-	-	-	-	-	-

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5800	Other Services & Operating Expenses	-	-	-	-	-	-
5803	Accounting Fees	5,000	5,000	10,736	15,411	(4,675)	(10,411)
5804	Service 1	-	-	-	-	-	-
5805	Administrative Fees	-	-	-	-	-	-
5806	Assemblies	-	-	-	-	-	-
5807	Service 2	-	-	-	-	-	-
5808	Service 3	-	-	-	-	-	-
5809	Banking Fees	2,856	7,243	7,243	5,027	2,216	2,216
5810	Service 4	-	-	-	-	-	-
5812	Business Services	-	-	-	-	-	-
5813	School Programs - After School Program	10,000	15,000	15,000	1,951	13,049	13,049
5814	School Programs - Academic Competitions	7,500	7,500	7,500	5,380	2,120	2,120
5815	Consultants - Instructional	-	-	-	-	-	-
5816	Data Director	-	-	-	-	-	-
5817	Contribution	-	-	-	-	-	-
5818	Service 7	-	-	-	-	-	-
5819	School Programs - Other	-	-	7,000	12,037	(5,037)	(12,037)
5820	Consultants - Non Instructional - Custom 1	30,000	15,000	8,820	1,350	7,470	13,650
5821	Consultants - Non Instructional - Custom 2	-	-	-	-	-	-
5822	Consultants - Non Instructional - Custom 3	57,898	40,000	43,716	53,422	(9,706)	(13,422)
5824	District Oversight Fees	46,872	54,659	55,169	55,078	91	(419)
5826	Directors Contingency	-	-	-	-	-	-
5827	Service 9	-	-	-	-	-	-
5828	Service 10	-	-	-	-	-	-
5829	Enrichment Program	-	-	-	-	-	-
5830	Field Trips Expenses	19,000	19,000	19,000	25,157	(6,157)	(6,157)
5833	Fines and Penalties	-	29,000	29,000	23,763	5,237	5,237
5834	Service 11	-	-	-	-	-	-
5836	Fingerprinting	-	-	-	-	-	-
5839	Fundraising Expenses	-	-	-	-	-	-
5841	Party Expense	-	-	-	-	-	-
5842	Grant Writer	-	-	-	-	-	-
5843	Interest - Loans Less than 1 Year	227	141	529	106	423	35
5845	Legal Fees	15,000	15,000	15,000	5,248	9,752	9,752
5846	Loan and Financing Fees	-	-	-	-	-	-
5848	Licenses and Other Fees	-	-	-	-	-	-
5851	Marketing and Student Recruiting	30,000	20,000	20,000	7,504	12,496	12,496
5852	Receivable Sale Fees	-	-	-	-	-	-
5853	Service 14	-	-	-	-	-	-

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
5854	Consultants - Other 1	-	-	-	-	-	-
5855	Consultants - Other 2	-	-	-	-	-	-
5856	Consultants - Other 3	-	-	-	-	-	-
5857	Payroll Fees	21,600	21,600	29,585	29,958	(373)	(8,358)
5860	Printing and Reproduction	-	-	-	-	-	-
5861	Prior Yr Exp (not accrued)	-	340	56,645	56,513	132	(56,174)
5863	Professional Development	35,575	41,575	37,567	64,574	(27,007)	(22,999)
5864	Professional Development - Tuition Reimbursement	-	-	-	-	-	-
5865	Service 16	-	-	-	-	-	-
5866	Service 17	-	-	-	-	-	-
5869	Special Education Contract Instructors	224,000	224,000	224,000	228,054	(4,054)	(4,054)
5872	Special Education Encroachment	-	12,913	13,117	13,117	0	(204)
5884	Substitutes	51,150	55,000	88,000	98,371	(10,371)	(43,371)
5885	Tutor	-	-	-	-	-	-
5887	Technology Services	20,000	64,000	64,000	64,154	(154)	(154)
5890	Transcript	-	-	-	-	-	-
5893	Transportation - Student	-	-	-	-	-	-
5896	Internet/Website consulting	-	-	-	-	-	-
5898	Bad Debt Expense	-	-	1,867	1,867	-	(1,867)
5899	Miscellaneous Operating Expenses	-	-	-	-	-	-
5900	Communications	4,800	17,000	30,500	32,391	(1,891)	(15,391)
5905	Communications - Cell Phones	-	-	-	-	-	-
5910	Communications - Internet / Website Fees	-	-	-	-	-	-
5915	Postage and Delivery	7,799	7,799	4,799	2,788	2,011	5,011
SUBTOTAL - Services & Other Operating Exp.		1,775,769	2,087,914	2,170,129	2,125,629	44,500	(37,716)

Magnolia Public Schools - MSA-SA

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget	Approved Budget	May'17	FY16-17 Unaudited	(Previous Forecast	(Budget vs. UAR)
		June 6th	February 9th	Forecast	Actuals	vs. UAR)	(Budget vs. UAR)
6000	Capital Outlay						
6100	Sites & Improvement of Sites	-	-	-	-	-	-
6200	Buildings & Improvement of Buildings	13,332,561	-	-	-	-	-
6300	School Libraries	-	-	-	-	-	-
6400	Equipment	-	37,249	37,249	-	37,249	37,249
6410	Computers (capitalizable items)	56,500	77,875	77,875	-	77,875	77,875
	SUBTOTAL - Capital Outlay	13,389,061	115,124	115,124	-	115,124	115,124
TOTAL EXPENSES		18,916,317	6,800,797	7,090,169	6,866,833	223,337	(66,036)
6900	Total Depreciation (includes Prior Years)	397,234	373,813	373,813	434,567	60,753	(60,753)
TOTAL EXPENSES including Depreciation		5,924,489	7,059,486	7,348,859	7,301,399	168,965	(241,913)

Magnolia Public Schools - MSA-SD

Budget vs. Actuals

UAR FY17

	Budget					
	Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
SUMMARY						
Revenue						
LCFF Entitlement	3,365,610	3,067,041	3,031,463	3,033,354	1,891	(33,687)
Federal Revenue	133,928	139,972	105,749	107,314	1,565	(32,658)
Other State Revenues	301,331	386,040	528,352	486,125	(42,227)	100,085
Local Revenues	55,036	88,597	75,780	75,700	(80)	(12,897)
Fundraising and Grants	20,000	23,827	36,064	36,064	-	12,237
Total Revenue	3,875,905	3,705,478	3,777,547	3,738,557	(38,990)	33,079
Expenses						
Compensation and Benefits	2,155,725	2,258,898	2,307,318	2,285,583	21,735	(26,686)
Books and Supplies	163,559	180,455	173,955	133,237	40,718	47,218
Services and Other Operating Expenditures	1,325,125	1,181,986	1,249,823	1,216,565	33,258	(34,579)
Depreciation	44,619	39,460	39,460	39,157	303	303
Total Expenses	3,689,029	3,660,800	3,770,556	3,674,543	96,014	(13,743)
Operating Income	186,876	44,678	6,991	64,014	57,024	19,336
Fund Balance						
Beginning Balance (Unaudited)	1,053,661	1,053,661	1,173,620	1,173,620		
Audit Adjustment	-	-	960	960		
Beginning Balance (Audited)	1,053,661	1,053,661	1,174,581	1,174,581		
Operating Income (including Depreciation)	186,876	44,678	6,991	64,014		
Ending Fund Balance	1,240,537	1,098,339	1,181,571	1,238,595		
Capital Outlay	-	-	-	-		
Total ADA	453.6	413.0	407.9	407.9	-	(5.1)

Magnolia Public Schools - MSA-SD

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
LCFF Entitlement						-	-
8011	Charter Schools LCFF - State Aid	812,986	516,223	737,566	739,457	1,891	223,234
8012	Education Protection Account Entitlement	623,404	546,969	90,362	90,362	-	(456,607)
8096	Charter Schools in Lieu of Property Taxes	1,929,220	2,003,849	2,203,535	2,203,535	0	199,686
SUBTOTAL - LCFF Entitlement		3,365,610	3,067,041	3,031,463	3,033,354	1,891	(33,687)
8100 Federal Revenue							
8181	Special Education - Entitlement	48,937	52,875	53,721	53,721	-	846
8220	Child Nutrition Programs	24,079	24,125	24,125	25,411	1,286	1,286
8291	Title I	24,624	26,810	27,246	27,376	130	566
8292	Title II	669	662	657	667	10	5
8293	Title III	120	-	-	-	-	-
8296	Other Federal Revenue	35,500	35,500	-	-	-	(35,500)
8297	PY Federal - Not Accrued	-	-	139	139	-	139
SUBTOTAL - Federal Income		133,928	139,972	105,888	107,314	1,426	(32,658)
8300 Other State Revenues							
8319	Other State Apportionments - Prior Years	-	5,571	16,938	16,938	-	11,368
8381	Special Education - Entitlement (State)	221,038	207,749	206,815	208,406	1,591	657
8382	Special Education Reimbursement (State)	-	-	53,460	8,988	(44,472)	8,988
8520	Child Nutrition - State	3,881	1,872	1,872	1,609	(263)	(263)
8545	School Facilities Apportionments	-	-	-	-	-	-
8550	Mandated Cost Reimbursements	2,938	92,787	92,789	92,789	-	2
8560	State Lottery Revenue	73,475	78,061	77,097	76,291	(806)	(1,770)
8590	All Other State Revenue	-	-	-	103	103	103
8596	ASES	-	-	79,380	81,000	1,620	81,000
SUBTOTAL - Other State Income		301,331	386,040	528,352	486,125	(42,227)	100,085

Magnolia Public Schools - MSA-SD

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
8600	Other Local Revenue						
8634	Food Service Sales	-	-	-	-	-	-
8660	Interest	1,836	1,836	1,584	1,504	(80)	(332)
8682	Summer Program	10,200	20,404	20,404	20,404	-	-
8690	Other Local Revenue	-	23,337	16,348	16,348	-	(6,989)
8693	Field Trips	43,000	43,000	37,424	37,424	-	(5,576)
8699	All Other Local Revenue	-	20	20	20	-	-
	SUBTOTAL - Local Revenues	55,036	88,597	75,780	75,700	(80)	(12,897)
8800	Donations/Fundraising						
8803	Fundraising	20,000	23,827	36,064	36,064	-	12,237
	SUBTOTAL - Fundraising and Grants	20,000	23,827	36,064	36,064	-	12,237
TOTAL REVENUE		3,875,905	3,705,478	3,777,547	3,738,557	(38,990)	33,079

Magnolia Public Schools - MSA-SD

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	(Budget vs. UAR)
EXPENSES							
Compensation & Benefits							
Certificated Employees Summary							
1100	Teachers Salaries	1,264,738	1,140,266	1,148,829	1,165,267	(16,438)	(25,001)
1300	Certificated Supervisor & Administrator Salaries	338,000	393,114	394,114	363,998	30,116	29,116
SUBTOTAL - Certificated Employees		1,602,738	1,533,380	1,542,943	1,529,265	13,678	4,115
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	62,033	152,183	152,183	147,005	5,178	5,178
2900	Classified Other Salaries	32,842	71,352	71,352	74,960	(3,608)	(3,608)
SUBTOTAL - Classified Employees		94,875	223,535	223,535	221,965	1,570	1,570
Employee Benefits Summary							
3100	STRS	188,731	188,824	189,685	184,064	5,621	4,759
3200	PERS	12,185	28,669	28,669	29,616	(947)	(947)
3300	OASDI-Medicare-Alternative	36,871	41,658	41,972	43,566	(1,595)	(1,908)
3400	Health & Welfare Benefits	202,500	220,171	257,740	244,974	12,766	(24,803)
3500	Unemployment Insurance	849	2,878	2,883	1,821	1,063	1,058
3600	Workers Comp Insurance	16,976	19,783	19,891	30,312	(10,421)	(10,529)
SUBTOTAL - Employee Benefits		458,112	501,983	540,840	534,354	6,487	(32,371)

Magnolia Public Schools - MSA-SD

Budget vs. Actuals

UAR FY17

		Budget					
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	Variance (Previous Forecast vs. UAR)	Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	10,000	18,074	18,074	18,074	-	-
4200	Books & Other Reference Materials	10,000	10,000	10,000	-	10,000	10,000
4315	Custodial Supplies	9,000	6,000	6,000	5,829	171	171
4320	Educational Software	15,000	15,000	15,000	-	15,000	15,000
4325	Instructional Materials & Supplies	18,700	18,700	16,200	22,210	(6,010)	(3,510)
4326	Art & Music Supplies	2,200	2,200	2,200	747	1,453	1,453
4330	Office Supplies	32,200	32,200	27,200	19,861	7,339	12,339
4335	PE Supplies	5,000	4,000	4,000	-	4,000	4,000
4340	Professional Development Supplies	-	-	-	195	(195)	(195)
4345	Non Instructional Student Materials & Supplies	6,000	6,000	6,000	3,035	2,965	2,965
4346	Teacher Supplies	-	1,000	1,000	-	1,000	1,000
4350	Uniforms	-	13,716	13,716	13,716	-	-
4410	Classroom Furniture, Equipment & Supplies	10,000	10,000	7,500	4,186	3,314	5,814
4420	Computers (individual items less than \$5k)	15,500	10,000	10,000	5,917	4,083	4,083
4430	Non Classroom Related Furniture, Equipment & Suppl	-	3,269	3,269	4,169	(900)	(900)
4700	Food	27,959	27,297	27,297	29,204	(1,907)	(1,907)
4710	Student Food Services	-	-	-	-	-	-
4720	Other Food	2,000	3,000	6,500	6,095	405	(3,095)
	SUBTOTAL - Books and Supplies	163,559	180,455	173,955	133,237	40,718	47,218

Magnolia Public Schools - MSA-SD

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	(Budget vs. UAR)
5000	Services & Other Operating Expenses						
5101	CMO Fees	370,217	337,375	337,375	333,669	3,706	3,706
5102	Direct CMO Fee (Shared Staff)	42,738	22,916	22,916	44,097	(21,181)	(21,181)
5210	Conference Fees	5,000	5,000	5,000	370	4,630	4,630
5215	Travel - Mileage, Parking, Tolls	7,000	7,000	7,000	3,206	3,794	3,794
5220	Travel and Lodging	20,000	20,000	18,000	12,098	5,902	7,902
5300	Dues & Memberships	5,400	5,400	5,400	3,801	1,599	1,599
5450	Insurance - Other	19,000	18,580	18,580	18,575	5	5
5500	Operations & Housekeeping	-	5,000	16,000	12,891	3,109	(7,891)
5510	Utilities - Gas and Electric	37,200	30,000	20,000	17,153	2,847	12,847
5605	Equipment Leases	10,000	10,000	12,000	11,836	164	(1,836)
5610	Rent	345,000	320,000	330,000	330,000	-	(10,000)
5615	Repairs and Maintenance - Building	35,000	15,000	15,000	10,490	4,510	4,510
5617	Repairs and Maintenance - Other Equipment	5,000	5,000	5,000	1,322	3,678	3,678
5803	Accounting Fees	5,000	5,000	10,000	10,294	(294)	(5,294)
5809	Banking Fees	1,000	1,000	1,000	372	628	628
5813	School Programs - After School Program	-	-	79,380	72,992	6,388	(72,992)
5814	School Programs - Academic Competitions	5,000	5,000	4,068	2,536	1,532	2,464
5819	School Programs - Other	600	600	1,532	2,969	(1,437)	(2,369)

Magnolia Public Schools - MSA-SD

Budget vs. Actuals

UAR FY17

		Budget				Variance	Variance
		Approved Budget June 6th	Approved Budget February 9th	May'17 Forecast	FY16-17 Unaudited Actuals	(Previous Forecast vs. UAR)	(Budget vs. UAR)
5820	Consultants - Non Instructional - Custom 1	40,000	-	-	-	-	-
5822	Consultants - Non Instructional - Custom 3	26,503	26,503	26,503	20,088	6,415	6,415
5824	District Oversight Fees	33,656	30,670	30,315	30,334	(19)	337
5830	Field Trips Expenses	45,000	45,000	45,000	55,533	(10,533)	(10,533)
5833	Fines and Penalties	-	-	868	1,703	(834)	(1,703)
5845	Legal Fees	25,000	25,000	25,000	7,150	17,850	17,850
5851	Marketing and Student Recruiting	24,000	24,000	24,000	8,895	15,105	15,105
5857	Payroll Fees	18,000	18,000	15,500	16,413	(913)	1,587
5861	Prior Yr Exp (not accrued)	-	8,806	11,165	11,165	-	(2,359)
5863	Professional Development	17,100	19,000	19,000	6,946	12,054	12,054
5869	Special Education Contract Instructors	70,000	55,000	55,000	77,547	(22,547)	(22,547)
5872	Special Education Encroachment	-	10,425	10,421	10,421	0	4
5875	Staff Recruiting	1,911	1,911	-	-	-	1,911
5884	Substitutes	25,000	19,000	19,000	22,137	(3,137)	(3,137)
5887	Technology Services	43,800	43,800	43,800	45,119	(1,319)	(1,319)
5900	Communications	42,000	37,000	11,000	11,084	(84)	25,916
5915	Postage and Delivery	-	5,000	5,000	3,359	1,641	1,641
SUBTOTAL - Services & Other Operating Exp.		1,325,125	1,181,986	1,249,823	1,216,565	33,258	(34,579)
TOTAL EXPENSES		3,644,410	3,621,339	3,731,096	3,635,386	95,711	(14,046)
6900	Total Depreciation (includes Prior Years)	44,619	39,460	39,460	39,157	(303)	303
TOTAL EXPENSES including Depreciation		3,689,029	3,660,800	3,770,556	3,674,543	95,407	(13,743)

MERFBudget vs. Actual
UAR FY17

	Budget					
	Approved Budget	Approved Budget	May'17	Unaudited	(Previous Forecast	Variance
	September 8th	February 9th	Forecast	Actuals	vs. UAR)	(Budget vs. UAR)
SUMMARY						
Revenue						
Local Revenue	6,242.850	6,410.367	6,419.837	6,508.092	88.255	97.725
Fundraising and Grant	150.000	150.000	150.000	86.850	(63.150)	(63.150)
Total Revenue	6,392.850	6,560.367	6,569.837	6,594.942	25.104	34.575
Expenses						
Compensation and Benefit	3,467.487	3,567.998	3,564.740	3,504.360	60.380	63.638
Books and Supplie	75.821	84.820	84.820	56.323	28.497	28.497
Services and Other Operatina Expenditur	2,537.455	2,616.824	2,701.431	2,520.256	181.175	96.568
Depreciator	7.666	1.440	1.440	1.440	(0)	(0)
Total Expenses	6,088.429	6,271.082	6,352.431	6,082.379	270.053	188.703
Operating Income	304.421	289.286	217.406	512.563	295.157	223.278
Fund Balance						
Beainnina Balance (Unauditec	(285.175)	(285.175)	(285.175)	(285.175)		
Audit Adiustmen	284.225	284.225	284.225	284.225		
Beainnina Balance (Auditec	(950)	(950)	(950)	(950)		
Operatina Income	304.421	289.286	217.406	512.563		
Ending Fund Balance	303.471	288.335	216.456	511.613		
Capital Outla	-	-	-	-		

MERF

Budget vs. Actual
UAR FY17

Budget					
Approved Budget September 8th	Approved Budget February 9th	May'17 Forecast	Unaudited Actuals	(Previous Forecast vs. UAR)	Variance (Budget vs. UAR)

MERFBudget vs. Actual
UAR FY17

		Budget					
		Approved Budget	Approved Budget	May'17	Unaudited	(Previous Forecast	Variance
		September 8th	February 9th	Forecast	Actuals	vs. UAR)	(Budget vs. UAR)
LCFF Entitlement						-	-
SUBTOTAL - LCFF Entitlementer		-	-	-	-	-	-
8100	Federal Revenue						
SUBTOTAL - Federal Income		-	-	-	-	-	-
8300	Other State Revenues						
SUBTOTAL - Other State Income		-	-	-	-	-	-
8600	Other Local Revenue						
8690	Other Local Revenue	-	3.890	13.360	85.238	71.878	81.348
8699	All Other Local Revenue	-	21.216	21.216	21.216	-	0
8701	CMO Fee - MSA-1	972.192	1,013.267	1,013.267	1,013.921	654	654
8702	CMO Fee - MSA-2	972.192	918.273	918.273	918.866	593	593
8703	CMO Fee - MSA-3	881.049	918.273	918.273	918.866	593	593
8704	CMO Fee - MSA-4	72.914	75.995	75.995	76.044	49	49
8705	CMO Fee - MSA-5	72.914	75.995	75.995	76.044	49	49
8706	CMO Fee - MSA-6	72.914	75.995	75.995	76.044	49	49
8707	CMO Fee - MSA-7	607.620	633.292	633.292	633.701	409	409
8708	CMO Fee - MSA-8	972.192	1,013.267	1,013.267	1,013.921	654	654
8709	CMO Fee - MSA-SA	972.192	1,013.267	1,013.267	1,013.921	654	654
8711	Revenue Program 11	-	-	-	-	-	-
8712	CMO Fee - MSA-SC	370.217	337.375	337.375	333.669	(3.706)	(3.706)
8713	Direct CMO Fee (Shared Staff)	276.455	310.263	310.263	326.639	16.376	16.376
SUBTOTAL - Local Revenue:		6,242.850	6,410.367	6,419.837	6,508.092	88,255	97,725
8800	Donations/Fundraisinc						
8801	Donations - Parents	-	-	-	-	-	-
8802	Donations - Private	150.000	149.000	149.000	85.850	(63.150)	(63.150)
8803	Fundraising	-	1.000	1.000	1.000	-	-
SUBTOTAL - Fundraising and Grant		150.000	150.000	150.000	86.850	(63.150)	(63.150)
TOTAL REVENUE		6,392.850	6,560.367	6,569.837	6,594.942	25,104	34,575

MERFBudget vs. Actual
UAR FY17

		Budget					
		Approved Budget	Approved Budget	May'17	Unaudited	(Previous Forecast	Variance
		September 8th	February 9th	Forecast	Actuals	vs. UAR)	(Budget vs. UAR)
EXPENSES							
Compensation & Benefits:							
Certificated Employees Summary							
1300	Certificated Supervisor & Administrator Salary	592.000	625.571	617.079	624.644	(7.565)	927
SUBTOTAL - Certificated Employee		592.000	625.571	617.079	624.644	(7.565)	927
Classified Employees Summary							
2400	Classified Clerical & Office Salaries	2.097.761	2.082.181	2.079.455	2.056.808	22.647	25.373
2900	Classified Other Salaries	180.200	171.827	171.827	147.355	24.472	24.472
SUBTOTAL - Classified Employee		2.277.961	2.254.008	2.251.282	2.204.163	47.119	49.846
Employee Benefits Summary							
3100	STRS	44.282	90.877	89.809	84.013	5.796	6.864
3200	PERS	-	23.362	23.362	23.762	(401)	(401)
3300	OASDI-Medicare-Alternative	197.565	175.277	173.549	164.901	8.649	10.376
3400	Health & Welfare Benefits	226.800	257.806	269.911	285.875	(15.964)	(28.068)
3500	Unemployment Insurance	13.034	15.410	16.021	11.217	4.805	4.194
3600	Workers Comp Insurance	28.700	32.424	32.298	32.071	227	353
3700	Retiree Benefits	87.146	93.262	91.428	73.714	17.714	19.548
SUBTOTAL - Employee Benefit		597.526	688.418	696.379	675.553	20.826	12.866

MERF

Budget vs. Actual
UAR FY17

		Budget					
		Approved Budget	Approved Budget	May'17	Unaudited	Variance	
		September 8th	February 9th	Forecast	Actuals	(Previous Forecast vs. UAR)	
							Variance (Budget vs. UAR)
4000	Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	1.020	977	977	-	977	
4200	Books & Other Reference Materials	-	43	43	43	-	
4320	Educational Software	19.000	12.200	12.200	12.200	-	
4325	Instructional Materials & Supplies	102	-	-	-	-	
4330	Office Supplies	9.099	15.000	15.000	13.424	1,576	
4340	Professional Development Supplies	-	-	-	350	(350)	
4400	Noncapitalized Equipment	1.000	-	-	-	-	
4420	Computers (individual items less than \$5k)	5,000	5,000	5,000	1,861	3,139	
4720	Other Food	40.600	51.600	51.600	28.445	23.155	
	SUBTOTAL - Books and Supplie	75.821	84.820	84.820	56.323	28.497	

MERFBudget vs. Actual
UAR FY17

		Budget					
		Approved Budget	Approved Budget	May'17	Unaudited	(Previous Forecast	Variance
		September 8th	February 9th	Forecast	Actuals	vs. UAR)	(Budget vs. UAR)
5000	Services & Other Operating Expenses						
5200	Travel & Conferences	-	-	354	354	-	(354)
5210	Conference Fees	38,796	23,796	11,599	7,739	3,860	16,057
5215	Travel - Mileage, Parking, Tolls	31,820	53,320	53,100	55,047	(1,948)	(1,727)
5220	Travel and Lodging	96,569	24,569	24,569	23,744	825	825
5300	Dues & Memberships	10,200	10,200	10,420	10,629	(209)	(429)
5450	Insurance - Other	14,688	14,688	14,688	790	13,898	13,898
5500	Operations & Housekeeping	20,593	33,593	31,876	25,492	6,384	8,101
5605	Equipment Leases	12,240	12,240	12,240	15,862	(3,622)	(3,622)
5610	Rent	157,200	158,520	158,520	157,972	548	548
5615	Repairs and Maintenance - Building	84	-	-	-	-	-
5803	Accounting Fees	6,120	25,000	30,000	31,207	(1,207)	(6,207)
5809	Banking Fees	18,275	18,275	20,168	20,168	-	(1,893)
5812	Business Services	695,000	695,000	695,000	694,988	12	12
5819	School Programs - Other	-	4,400	4,400	2,839	1,562	1,562
5822	Consultants - Non Instructional - Custom 3	884,949	872,596	872,596	768,904	103,692	103,692
5833	Fines and Penalties	321	970	3,629	3,634	(5)	(2,664)
5843	Interest - Loans Less than 1 Year	111	111	111	74	37	37
5845	Legal Fees	215,000	300,000	300,000	279,403	20,597	20,597
5848	Licenses and Other Fees	-	4,000	8,179	8,179	-	(4,179)
5851	Marketing and Student Recruiting	70,149	33,649	33,649	32,758	891	891
5857	Payroll Fees	18,000	18,000	17,000	14,780	2,220	3,220
5861	Prior Yr Exp (not accrued)	-	16,697	97,469	107,512	(10,043)	(90,816)
5863	Professional Development	100,000	58,200	56,021	46,907	9,114	11,293
5864	Professional Development - Other	50,000	87,500	87,500	42,427	45,073	45,073
5875	Staff Recruiting	-	21,000	13,960	13,126	834	7,874
5887	Technology Services	65,720	78,500	85,540	99,896	(14,356)	(21,396)
5900	Communications	17,340	36,000	46,343	43,583	2,760	(7,583)
5915	Postage and Delivery	14,280	16,000	12,500	12,243	258	3,758
	SUBTOTAL - Services & Other Operating Exp	2,537,455	2,616,824	2,701,431	2,520,256	181,175	96,568
	TOTAL EXPENSES	6,080,763	6,269,641	6,350,991	6,080,938	270,053	188,703
6900	Total Depreciation (includes Prior Years)	7,666	1,440	1,440	1,440	0	(0)
	TOTAL EXPENSES including Depreciation	6,088,429	6,271,082	6,352,431	6,082,379	270,053	188,703

Cover Sheet

Approval of SIS Contract with CoolSIS through August 2018.

Section: III. Action Items
Item: D. Approval of SIS Contract with CoolSIS through August 2018.
Purpose: Vote
Submitted by:
Related Material: III D Coolsis Contract Extension.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	III. D
Date:	10.12.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of SIS Contract with CoolSIS through August 2018

Proposed Board Recommendation

I move that the board approve the SIS Contract with CoolSIS through August 2018.

Background

MPS has been using CoolSIS for our Student Information System and AP processing for many years. Our 3-year contract with CoolSIS ends in October 2017. MPS has vetted different vendors for our SIS needs and the MPS Board of Directors has voted to use Illuminate Education as our next SIS, with full implementation starting in the 2018-19 school year. Currently, for the 2017-18 school year, as planned, we are using CoolSIS as our SIS and at the same time working closely with the Illuminate team on transitioning to Illuminate—mapping CoolSIS to Illuminate, working on transitioning our historical data, attending trainings, inviting school leads to become trainers, etc. Therefore, as planned, MPS needs to continue using CoolSIS for the 2017-18 school year. We are asking the board to approve a new contract with CoolSIS that ends by the end of August 2018 so that there is no interruption in our SIS during this transition. This motion is only for the SIS portion of CoolSIS. Business module is being handled separately by the finance department.

Budget Implications

Schools included the Coolsis fees in the board-approved budget using the old rates. Budget realignments will be requested from each site to accommodate the slight increase in the cost. The new per student per month CoolSIS SIS rate will be \$2.75, compared to the prior amount which used to be \$2.00. The reason for the increase is that MPS had a 3-year contract before and a special deal; and now we are transitioning out and only asking for an eleven-month contract.



MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminster, CA 92683

P: (714) 892-5066 F: (714) 362-9588

SIS cost: (Based on # current students)

COOLSIS FEE CALCULATION

CAMPUS	Student #	License Fee	Price
Magnolia Science Academy 1- Reseda	543	\$2.75	\$1,493
Magnolia Science Academy 2- Valley	470	\$2.75	\$1,293
Magnolia Science Academy 3- Carson	461	\$2.75	\$1,268
Magnolia Science Academy 4- Venice	176	\$2.75	\$484
Magnolia Science Academy 5- Los Lobos	210	\$2.75	\$578
Magnolia Science Academy 6- Palms	163	\$2.75	\$448
Magnolia Science Academy 7- Northridge	291	\$2.75	\$800
Magnolia Science Academy 8- Bell	488	\$2.75	\$1,342
Magnolia Science Academy San Diego	406	\$2.75	\$1,117
Magnolia Science Academy Santa Ana	733	\$2.75	\$2,016

TOTAL: \$10,839 * 11 = 119,229 (\$97,551 from October 2017 to end of June 2018; \$21,678 for FY 2018-19)

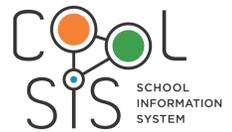
Name of Staff Originator:

David Yilmaz (Chief Accountability Officer) and Ismail Ozkay (Data Manager & SIS Coordinator)

Attachments

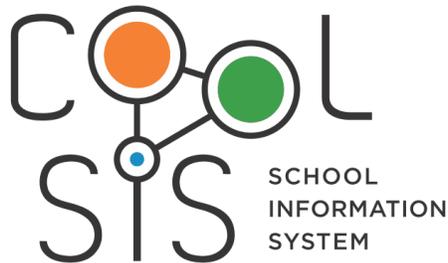
-CoolSIS Agreement for 2017-18

Platinum Package Application Service Provider



COOL SIS Technologies, Inc.

**811 Alpha Dr Suite 331
Richardson, TX 75081**



Platinum Package Application Service Provider Renewal Agreement

School Name:

MAGNOLIA Public Schools

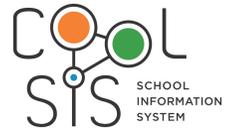
Address:

250 E. 1st St. #1500 Los Angeles, CA 90012

Effective Date:

October 1, 2017

INITIALS: _____



COOL SIS AGREEMENT GUIDE

1	DEFINITIONS	2.9	Limitation of Liability
2	TERMS AND CONDITIONS	2.10	Warranty
2.1	Services	2.11	Indemnity
2.2	Licenses	2.12	General
2.3	Intellectual Property	3	COOL SIS APPLICATION SERVICES (EXHIBIT A)
2.4	Permitted Users	4	COOL SIS SUPPORT SERVICES (EXHIBIT B)
2.5	Payment Obligations	5	UP TIME (EXHIBIT C)
2.6	Confidential Information	6	PRICING (EXHIBIT D)
2.7	Term and Renewal		
2.8	Termination		

INITIALS: _____

APPLICATION SERVICE PROVIDER

This Application Service Provider Agreement (the "Agreement") is made as of October 1, 2017 (the "Effective Date") by and between **COOLSIS Technologies, Inc.** with its Affiliates ("**COOLSIS**"), having its principal place of business at 811 Alpha Dr Suite 331 Richardson, TX 75081, and **MAGNOLIA Public Schools**, its principal place of business at 250 E. 1st St. #1500 Los Angeles, CA 90012.

WHEREAS COOLSIS owns COOLSIS™, which is a School Information System software application hosted at COOLSIS Servers;

WHEREAS Customer desires to obtain access to COOLSIS™ (Licensed Software) and COOLSIS Application Services; and

WHEREAS COOLSIS is willing to enter into an agreement with Customer whereby Customer and Customer' Members and Partners will obtain access to the Licensed Software.

WHEREAS MAGNOLIA Public Schools and Locations are listed as;

- Magnolia Public Schools Central Office
- Magnolia Science Academy 1- Reseda
- Magnolia Science Academy 2- Valley
- Magnolia Science Academy 3- Carson
- Magnolia Science Academy 4- Venice
- Magnolia Science Academy 5- Los Lobos
- Magnolia Science Academy 6- Palms
- Magnolia Science Academy 7- Northridge
- Magnolia Science Academy 8- Bell
- Magnolia Science Academy San Diego
- Magnolia Science Academy Santa Ana

NOW, THEREFORE, the parties agree as follows:

1- DEFINITION

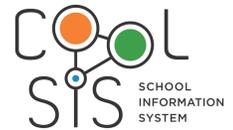
The following terms, when capitalized, will have the meanings designated in this Definitions section:

Access: An event in which Customer or one of Customer's Partners logs on to the COOLSIS application services using an identifying "license key" that has been given to Customer or to such Partner by Customer.

Affiliate: Any entity or person directly or indirectly controlling, controlled by or under common control with Customer or any entity or person with whom Customer has a business relationship. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to Customer, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Customer, whether through the

ownership of voting securities or by contract or otherwise.

Confidential Information: Any and all information disclosed by either party to the other that is marked "confidential" or "proprietary," including orally conveyed information designated confidential at the time of disclosure provided that it is reduced to a written summary marked "confidential" that is supplied to the other party within 30 days of the oral disclosure, pricing, terms, attachments, exhibits and all information related to the software associated with this Agreement. Confidential Information shall be deemed to include the Licensed Software, and the COOLSIS Application Services. "Confidential Information" does not include any information that the receiving party can demonstrate is: (a) rightfully known prior to disclosure; (b) rightfully obtained from a third party authorized to make such a disclosure,



without breach of the terms and conditions of this Agreement; (c) independently developed by the receiving party as demonstrated by contemporaneous documents; (d) available to the public without restrictions; (e) approved for disclosure with the prior written approval of the disclosing party; or (f) disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

Downtime: The period in which packets are not being sent and received properly from COOLSIS Servers, as defined in Exhibits.

Licensed Software: Proprietary software named COOLSIS™ in object code form only, hosted on COOLSIS Servers.

Permitted Users: Individuals employed or retained by Customer or its Partners who have been identified to COOLSIS and given a password to Access the COOLSIS Application Services and Licensed Software pursuant to this Agreement.

Partner: Each company or entity having a business relationship with the Customer and requiring access to the COOLSIS Application Services for purposes of executing Customer Data.

COOLSIS Application Services: Remote access of the COOLSIS Licensed Software for purposes of using School Information System.

COOLSIS Support Services: Support Services related to COOLSIS Application Services to be provided by COOLSIS to Customer.

COOLSIS Servers: Computer hardware servers controlled by COOLSIS.

District: A group of schools under the same governing body.

2- TERMS AND CONDITIONS

1. Services

diagnostics, upgrades, and operations reconfiguration.

1.1 COOLSIS Application Services: Subject to the terms of this Agreement, COOLSIS will provide Customer with COOLSIS Application Services as set forth in Exhibit A.

1.2 COOLSIS Support Services: COOLSIS shall provide COOLSIS Support Services as set forth in Exhibit B.

1.3 Scheduled Available Time: COOLSIS shall use reasonable efforts to make the COOLSIS Application Services available twenty-four (24) hours per day, seven (7) days a week, excluding:

1.3.1 Scheduled downtime for systems maintenance, including without limitation

1.3.2 Unscheduled downtime caused by other forces beyond the immediate control of COOLSIS, including software defects, hardware failures, or downtime caused by Customer's network or the Internet.

1.4 Unscheduled Downtime: In the event that COOLSIS Servers experience Downtime, then Customer may be entitled to a credit, as set forth in Exhibit C. The credit described in this paragraph is Customer's sole and exclusive remedy related to Downtime.

2. Licenses

2.1 Licensed Software: Subject to the terms of this Agreement, COOLSIS hereby grants to Customer a nonexclusive, limited, personal license to allow the Permitted Users to use the Licensed Software (COOLSIS™) via the COOLSIS Application Services. Customer's rights in the Licensed Software will be limited to the limited license expressly granted in this Section 2. COOLSIS reserves all rights and licenses in and to the Licensed Software not expressly granted to Customer under this Agreement.

2.2 License Restrictions: Unless otherwise provided for in this Agreement, Customer may not, nor permit any third party to: (a) copy the Licensed Software; (b) modify, translate or otherwise create derivative works of the Licensed Software; (c) disassemble, decompile or reverse engineer the object code or source code of the software; (d) publish, or otherwise make available to any third party, any benchmark testing information or results; or (e) export or re-export the Licensed Software in violation of any United States export law or regulation.

3. Intellectual Property

3.1 Software's Intellectual Property: COOLSIS and its licensors (if any) exclusively own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques COOLSIS provides under this Agreement, and all technology available on the COOLSIS Servers. Customer agrees and acknowledges that no title to the Licensed Software or any aspect of the COOLSIS Application Services shall pass to Customer under this Agreement.

3.2 Customer's Intellectual Property: Subject to the license granted by Customer in Section 2.5, Customer shall exclusively own all intellectual property rights, title and interest in the Customer Data, documentation, or any Confidential Information related to the Customer's Business, Customer provides under this Agreement, provided however that Customer shall not gain any ownership interest in the Licensed Software, which shall at all times remain the property of COOLSIS, and provided further that COOLSIS shall own all intellectual property rights in the Application Infrastructure. Customer agrees not to challenge

any such intellectual property rights owned by COOLSIS in an action for infringement or otherwise. COOLSIS agrees and acknowledges that no title to the Customer Data shall pass to COOLSIS under this Agreement.

3.3 Retained Know-How: Customer acknowledges that COOLSIS provides professional services and monitoring, configuration and application services for other parties, and agrees that nothing herein will be deemed or construed to prevent COOLSIS from carrying on such services. Nothing in this Agreement will preclude COOLSIS from developing for itself, or for others, materials that are competitive with those produced as a result of the services provided under this Agreement, irrespective of their similarity to items that may be developed by Customer under this Agreement. COOLSIS will have the right to use techniques, methodologies, tools, ideas and other know-how gained during the performance of the services in the furtherance of its own business and to perfect all other intellectual property rights related thereto, including patent, copyrights (except as otherwise stated above) trademark and trade secrets.

Password Allocation: Customer shall identify Customer employees and Partners who are Permitted Users and who will receive passwords to use the Licensed Software and the COOLSIS Application Services for the purposes permitted by this Agreement. Customer shall provide to COOLSIS a list of such Permitted Users separated according to Partner, and shall provide periodic updates as necessary. Customer will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, each password, including entering into appropriate agreements with its Partners and employees who are Permitted Users. Customer will immediately notify COOLSIS in writing if Customer determines, or has reason to

4. Permitted Users

believe, that an unauthorized party has gained access to a password. Customer authorizes COOLSIS to rely upon any information and/or instructions set forth in any data transmission using the assigned password, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of COOLSIS. Use of the assigned password, whether or not authorized by Customer, shall be solely the responsibility of and the risk of Customer. Customer shall indemnify, defend, and hold harmless COOLSIS from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of Customer's or its Partners' passwords.

5. Payment Obligations

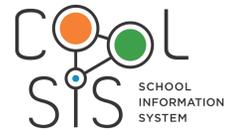
Payment and Invoicing terms and obligations shall be as set forth on Exhibit D attached hereto.

6. Confidential Information

6.1 Agreement Terms: Under no circumstances may either party disclose any pricing or business terms related specifically to this Agreement, or any negotiations thereof, to any third party (including, but not limited to, competitors, industry analysts, press or media).

6.2 Obligation: Neither party will use any Confidential Information of the disclosing party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing party. Each party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither

party is allowed to disclose the other party's Confidential Information to any person or entity other than the receiving party's officers, employees, consultants and legal advisors who need access to such Confidential Information to affect the intent of the Agreement. Each individual or entity receiving Confidential Information pursuant to this subsection must have entered into a written confidentiality agreement the sole objectives of which are to further the intent of this Section 6. Customer shall not disclose, orally or in writing, any benchmark tests of the Licensed Software to any third party. Each party agrees to notify the other of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other party,



and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.

6.3 Deemed Confidential Information: The Licensed Software shall be deemed the

Confidential Information of COOLSIS, and the Customer Data shall be deemed to be Confidential Information of Customer.

Subject to the survival provision set forth below in Section 12, either party may terminate this Agreement upon 30-days' prior written notice.

This Agreement, and any Exhibit referencing this Agreement, may be terminated as follows:

8.1 If Customer fails to make any payment due hereunder, and fails to cure such breach within 10 days after receiving written notice from COOLSIS, then COOLSIS may immediately and without further notice terminate this Agreement and declare all sums due, and to become due hereunder, immediately payable.

8.2 Except as set forth in Section 8.1 above, if either party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 30-day period.

8.3 This Agreement may terminate immediately upon notice by COOLSIS if a receiver is appointed to Customer, an assignee is appointed for the benefit of creditors of Customer, or in the event of Customer insolvency or Customer's inability to pay

7. Term and Renewal

The payment terms of this Agreement set forth in Exhibit D shall be effective for eleven months starting from the Effective Date ("Initial Term").

Upon expiration of the Initial Term, this Agreement may be renewed for successive one-year term at COOLSIS' then-current rates.

8. Termination

debts as they become due, except as may be prohibited by applicable bankruptcy laws. Such termination shall not be deemed a material breach of this Agreement, and Customer shall not incur any additional liability due to such termination.

8.4 Software: Upon termination or expiration of this Agreement, all Customer rights to COOLSIS Application Services and Licensed Software, including but not limited to the rights to use and Access, automatically terminate immediately. Customer will discontinue its use of the Licensed Software and the COOLSIS Application Services and return or provide verification of destruction related to any copy of any Confidential Information of COOLSIS it may possess.

8.5 Return of Data: Subject to payment of all amounts due hereunder, and upon written request, COOLSIS will provide to Customer such contents of the Database that are owned by Customer, as such contents exist on the date of termination, in a standard data file format.

9. Limitation of Liability

9.1 In no event will COOLSIS' liability arising out of or related to this agreement exceed the sum of fees paid by customer for the services giving rise to the liability during the eleven months period immediately preceding the date the alleged liability arose. In no event will COOLSIS, its licensors, or its suppliers have any liability to customer or trading partners for any consequential or incidental losses, including but not limited to lost profits, loss of business, loss of use or of data, any unauthorized access to, alteration, theft or destruction of customer's or trading partners' computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services, or for any indirect, special or consequential damages however caused and under any theory of liability and whether or not COOLSIS

has been advised of the possibility of such damage. The parties agree that the terms in this limitation of liability section represent a reasonable allocation of risk.

9.2 *Disaster Recovery:* COOLSIS will make commercially reasonable efforts to create and protect back-up copies of Customer Data and other customer information. Subject to the above, COOLSIS shall have no liability or duty of indemnification related to lost or corrupts Customer Data. This limitation of liability eliminates any duty or liability on the part of COOLSIS related to lost or corrupts Customer Data resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of its control.

10. Warranty

10.1 *Mutual Warranty:* Each party warrants to each other that it has the right and authority to enter into, and to grant the rights and perform the obligations described in, this Agreement.

10.2 *Limited Warranty:* Each party will perform its obligations hereunder in a good and workmanlike manner. The sole remedy and exclusive liability for breach of this warranty shall be re-performance of the breaching party's obligations.

10.3 *Disclaimer:* COOLSIS specifically does not warrant that the Licensed Software or COOLSIS Application Services will meet all of Customer's requirements, that the use of the

Licensed Software or COOLSIS Application Services will be uninterrupted or error-free, that patches or workarounds will be provided, or that errors will be corrected in Licensed Software updates, or in every case, or that COOLSIS Application Services will detect every bug in Customer's systems, or that Customer's systems

will operate without error after testing. COOLSIS disclaims any and all liability resulting from or related to any breach of Internet security or disruption of Customer's connections to the Internet, due to any reason beyond COOLSIS' control.

10.4 *Exclusive Warranty:* THE ABOVE WARRANTY IS EXCLUSIVE. COOLSIS MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE TERMS OF THE SOFTWARE, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

10.5 *As-Is Basis:* THE SOFTWARE AND SERVICES ARE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ON AN "AS-IS" BASIS. COOLSIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

11. Indemnity

11.1 COOLSIS Indemnity: COOLSIS will indemnify Customer from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against Customer, to the extent that it is based upon a claim that the Licensed Software, as provided by COOLSIS to Customer under this Agreement and used within the scope of this Agreement, infringes any U.S. patent or copyright issued as of the Effective Date, or incorporates any misappropriated trade secrets. COOLSIS' obligations to Customer under this Section shall only be valid provided that Customer: (a) promptly notifies COOLSIS in writing of the claim; (b) grants COOLSIS sole control of the defense and settlement of the claim, provided that COOLSIS will not settle a pending matter without first notifying Customer; and (c) provides COOLSIS with all assistance, information and authority required for the defense and settlement of the claim.

11.2 Injunctions: If Customer's use of any of the COOLSIS Application Services hereunder is, or in COOLSIS' opinion is likely to be, enjoined due to the type of infringement specified above, COOLSIS may, at its sole option and expense: (a) procure for Customer the right to continue using such Licensed Software under the terms of this Agreement; (b) replace or modify such Licensed Software so that it is non-infringing and substantially equivalent in function to the enjoined Licensed Software; or (c) terminate Customer's rights and COOLSIS' obligations hereunder with respect to such Licensed Software with no further liability.

11.3 Exclusions: COOLSIS will have no indemnification obligation for any claim of infringement or misappropriation to the extent that it results in whole or part from: (a) modification to the Licensed Software made by a party other than COOLSIS; (b) failure of Customer to use updated or modified Licensed Software provided by COOLSIS to avoid a claim of infringement or misappropriation; (c) combination of the Licensed Software with other systems, products, processes or materials to the extent that such claim would have been avoided without such combination use of the Licensed Software; or (d) compliance by COOLSIS with designs, plans or specifications furnished by or on behalf of Customer.

11.4 Customer Indemnity: Customer will indemnify COOLSIS from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against COOLSIS, to the extent that it is based upon a claim that other Customer systems, materials or software, infringe any U.S. patent or copyright issued as of the Effective Date, or incorporate any misappropriated trade secrets. Customer's obligations to COOLSIS under this Section shall only be valid provided that

COOLSIS: (a) promptly notifies Customer in writing of the claim; (b) grants Customer sole control of the defense and settlement of the claim; and (c) provides Customer with all assistance, information and authority required for the defense and settlement of the claim.

12. General

12.1 Purchase Orders and Forms: The terms, provisions or conditions of any purchase order or any associated documentation used by Customer will be governed solely and exclusively by the terms of this Agreement, regardless of any failure of COOLSIS to object to those terms, provisions or conditions.

12.2 Publicity: COOLSIS and MAGNOLIA Public Schools may issue a mutually agreed upon press release announcing the relationship established by this Agreement, as well as other press releases as may be mutually agreed upon from time to time. COOLSIS will have the right to include quotes from Customer in COOLSIS press releases upon

Customer's prior approval of such quotes, which approval will not be unreasonably withheld, conditioned or delayed. Customer agrees that COOLSIS may use Customer's name, trademarks and logos in press releases, product brochures and similar marketing materials, financial reports and prospectuses indicating that Customer is a customer of COOLSIS, and may use Customer as a reference for sales and public relations purposes.

12.3 Assignment: Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Assignment without such consent shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

12.4 Amendment: The terms and conditions of this Agreement may not be changed except by an amendment in writing, which references this Agreement and is signed by an authorized officer of each party.

12.5 Waiver: No failure or delay by either party in exercising any right or remedy under this Agreement shall operate or be deemed as a waiver of any such right or remedy.

12.6 Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12.7 Arbitration and Equitable Relief: The parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by expedited arbitration to be held in the borough of California, in accordance with the rules of the American Arbitration Association then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. COOLSIS and Customer shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay its counsel fees and expenses. Nothing herein shall prevent either party from seeking emergency equitable relief in a court of law if necessary.

12.8 Notices: All notices required under this Agreement must be in writing and refer to the title and Effective Date of this Agreement. Notices shall be effective upon (a) actual delivery to the other party, if delivered in person, or by facsimile, or by national overnight courier; or (b) five business days after being mailed via U.S. postal service, postage prepaid. All notices shall be sent to the address stated in this Agreement or at such other address as either party may provide by advance written notice in accordance with this subsection.

12.9 Independent Entities: The parties are independent entities. Neither party shall be deemed to be an employee, agent, partner, joint venture nor shall legal representative of the other for any purpose, and neither have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

12.10 Severability: Any provision of this Agreement that is held to be unenforceable in any jurisdiction shall be ineffective only as to that jurisdiction, and only to the extent of the unenforceability of such provision without invalidating the remaining provisions hereof.

12.11 Force Majeure: Except for Customer's obligations to make payment hereunder, neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its reasonable control, caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including without limitation failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment.

12.12 Complete Understanding: This Agreement, including all Exhibits constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written.

12.13 Survival: The respective rights and obligations under the Sections headed Confidential Information, Termination, and Limitation of Liability, in addition to any payment obligations incurred pursuant to this Agreement, shall survive the termination or expiration of this Agreement.

EXHIBIT A 3- COOLSIS APPLICATION SERVICES

The Platinum Package Application Services as described below will be in effect so long as Customer is in full compliance with all applicable license and/or service agreements between Customer and COOLSIS.

SCOPE OF APPLICATION SERVICES: In the following tables the Standard modules and the Extra Modules and Features are listed.

A. COOLSIS Modules

Modules	Description	INCLUDED
Enrollment Inquiry Wizard	receive enrollment applications using a customizable web interface.	✓
Enrollment Inquiry Form	receive enrollment applications using a web form.	✓
Parent & Student Information	collect and manage a large variety of information about students and parents.	✓
Enrollment Application Management	manage and process new enrollment applications.	✓
Attendance	enter, verify and manage student attendance which can be taken by user friendly interfaces such as seating charts.	✓
Gradebook	create assignments to single or multiple student groups with one click, enter grades quickly and efficiently.	✓
Behavior	report, manage and communicate student behavioral incidents not only for disciplinary purposes but also to reward good behavior.	✓

Standard Reports	run from a huge collection of reports designed to make your job easier in day to day school operations.	✓
Parent & Student Web Access	allow the parents and students to view and track academic and behavioral information as soon as it is entered.	✓
College Counseling	create and track individually customized graduation requirements and four-year plans for high school students.	✓
Activities	create and track staff sponsored activities.	✓
Custom Checklist	create custom fields to collect and track information or documents regarding parents, students, staff, school or enrollment applications.	✓
Dashboard	customize your landing page with a variety of gadgets displaying information that is important to you.	✓
Gradebook Templates	create teacher-ready templates that consist of categories and assignments to standardize grading.	✓
Central Office	view and manage data from multiple schools in a single screen.	✓
Course Management	create and administer student courses and schedules using a centrally managed course catalog.	✓
User Access Management	manage and fine tune user roles and their access to data using a vast number of pre-defined credentials.	✓

B. Applications & Features

Apps & Features	Description	INCLUDED	Upgrade Price
Transactional Messages	automatically notify parents or staff members regarding behavioral, academic or business transactions.	Email, Push Notification, Text Message	
Mass Emailing	send mass emails to your students and parents.	30.000 Email Included	\$ 1 per 1K emails
Admin User	manage your schools' data with specially designed powerful login with additional functionality.	CC	
Mobile App Access for Parents & Students	allow the parents and students to view and track academic and behavioral information and get notifications using mobile app.	✓	
Mobile App Access for Staff	give the convenience of a mobile app to your staff to do their daily tasks such as attendance, grading and behavior incident entry.	✓	
Exam Reader	easily grade and upload scores of your assignments by using printable answer sheets and a scanner.	✓	
Windows User Sync	automatically sync your students accounts on your Windows network based on student records.	✓	
FTP Access	access stored documents using an FTP client software using your COOLSIS log-in.	✓	
Documents Storage Quota	increase your storage space for your document uploads.	20 GB	\$ 10 per GB per month
New Module Access	be the first to take advantage of a newly available standard module.	✓	

EXHIBIT B
4- COOLSIS SUPPORT SERVICES

The Platinum Package Support Services terms as described below will be in effect so long as Customer is in full compliance with all applicable license and/or service agreements between Customer and COOLSIS.

SCOPE OF SUPPORT SERVICES: COOLSIS shall use reasonable efforts to provide the following services related to COOLSIS Application Services during Regular Hours as defined in the following table.

C. Services

Services	Description	INCLUDED	Upgrade Price
Custom Report Design	enrich the Standard Reports with new custom designed reports according to your specific needs and purposes.	(+) 10 New Reports per year	\$120 per hour
Custom Development	enrich COOLSIS with new custom designed features, modules or functionality according to your specific needs and purposes.	(+) Prioritize new modules	\$120 per hour
Raw Data Access	get read only access to your school's real-time data with a free software to analyze it.	✓	
Hosting	worry-free high-performance data and web hosting on state-of-the-art servers with constant monitoring, maintenance and support.	✓	
sis.cool Email Account	forward your school's COOLSIS email account to your schools' contact email addresses to catch unmonitored emails.	✓	
Helpdesk Knowledge Base Access	take advantage of the wealthy content of how-to videos, training presentations, fast facts and knowledge base articles.	✓ Every User	
Support Ticketing Access	get answers to your questions, receive assistance or report bugs in a timely manner from experienced support team.	✓ Every User	
Live Support	receive live support via phone, VoIP services and remote desktop access to resolve your issues quickly.	✓ SC	\$75 per user
Training	take advantage of a variety of training packages to keep you and your staff knowledgeable and effective in using COOLSIS.	✓ Every User	\$120 per session
On-site Implementation	take advantage of having the expertise and experience of our Implementation Specialists at your school site for quick and smooth transition into COOLSIS.	✓ Every year	

Backup	keep periodic backups of your school's data to protect yourself against major user errors.	Daily: last 5y Hourly: last 24h	
On-demand Backup File Delivery	receive school's data backup files of your choice to compare and view partial historical changes on your data.	✓	
Data Access for Third-Party Organizations	give third party organizations secure and limited access to your data for your specific needs.	✓	
Custom Data Manipulation	request custom manipulations on your data such as merge, purge, mass updates or inserts based on your specific needs.	✓	
Student & Transcript Data Import	import student information and transcript records using templates.	✓	

ERROR SEVERITY LEVELS: COOLSIS shall exercise reasonable efforts to correct any Error (as defined below) reported in the current unmodified release of Licensed Software in accordance with the Severity level reasonably assigned to such Error by COOLSIS. Severity levels are defined below in the Definitions section of this Exhibit B.

Severity 1 Errors: COOLSIS shall promptly commence the following procedures upon notification of the problem during Regular Hours and upon confirmation by COOLSIS that the Error is a Severity 1 Error:

1. Within the first four (4) business hours, COOLSIS will document and commence recreation and resolution of the problem;
2. If resolution has not been determined after the initial four business hours, COOLSIS will mobilize a technical team to troubleshoot the problem and define solution options;
 - a) COOLSIS will assign a company representative to oversee and report on all corrective action activities;
 - b) An COOLSIS company representative will initially notify Customer of problem resolution status and will report on the status every twenty-four (24) hours thereafter;

Severity 2 Errors: COOLSIS shall exercise reasonable efforts to provide a Fix as soon as an Error has been identified and the appropriate Fix developed.

Severity 3 (or lower) Errors: COOLSIS shall exercise reasonable efforts to include the Fix for the Error in a future release.

Customer is responsible for providing sufficient information and data to allow COOLSIS to readily reproduce all reported Errors. If COOLSIS believes that a problem reported by Customer may not be due to an Error in an COOLSIS Application Service, COOLSIS will so notify Customer.

EXCLUSIONS: COOLSIS shall have no obligation to support: **(i)** altered or damaged COOLSIS Application Services or any portion of a COOLSIS Application Service incorporated with or into other software; **(ii)** COOLSIS Application Service problems caused by Customer's negligence, abuse or misapplication, use of COOLSIS Application Services other than as specified in the COOLSIS user manual or other training materials, or other causes beyond the control of COOLSIS; **(iii)** questions and problems associated with accessing Customer's own systems such as local network, server or internet connections.

DEFINITIONS

- **"Error"** means an error in an COOLSIS Application Service that significantly impairs such COOLSIS Application Service as compared to the COOLSIS published product documentation.
- **"Fix"** means the repair or replacement of object or executable code versions of an COOLSIS Application Service to remedy an Error.
- **"Severity 1 Error"** means an Error that renders the product inoperative. When attempting to use the product, the user is prevented from performing a necessary function and there is no acceptable Workaround.
- **"Severity 2 Error"** means an error in which major functionality is experiencing a reproducible problem that causes major inconvenience to the user. A Workaround may exist but it has high user impact.
- **"Severity 3 Error"** means an Error in which an important function is experiencing an intermittent problem or a common non-essential operation is failing consistently.
- **"Workaround"** means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing use of an COOLSIS Application Services.
- **"Regular Hours"** means 8:00AM to 6:00PM Pacific Standard Time on Monday thru Friday.

THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICATION SERVICE PROVIDER AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY PROVISION OF ANY SUCH AGREEMENT.

EXHIBIT C 5- UP TIME

In the event Customer experiences any of the following and COOLSIS determines in its reasonable judgment that such event was caused by COOLSIS ' failure to provide COOLSIS Application Services for reasons within COOLSIS' reasonable control and not as a result of any action or inaction of Customer or any third party (including Customer equipment and/or third party equipment or software), COOLSIS will, upon Customer's request,

A. Inability to Access the Servers. Except for the exclusions described in Section 1.3 of this Agreement, if Customer is unable to transmit or receive information from COOLSIS Servers to other portions of the Internet because COOLSIS failed to maintain as operational the COOLSIS Servers for more than four (4) consecutive hours, COOLSIS will add one (1) additional day of service to the affected Customer License(s). COOLSIS ' scheduled maintenance of the COOLSIS Servers and COOLSIS Application Services, as described in Section 1.3, shall not be deemed to be a failure of COOLSIS to provide COOLSIS Servers. This credit is limited to one day of credit per 24-hour service period.

B. Downtime. If COOLSIS discovers (either from its own efforts or after being notified by Customer) that Customer is experiencing

packet loss in excess of eighty percent (80%) that is sustained for a time period of more than fifteen (15) minutes, then such outage will be deemed downtime ("Downtime"), and COOLSIS will take actions necessary to determine the source of the Downtime.

(i) Remedy of Downtime: If the Downtime remedy is within the sole control of COOLSIS, COOLSIS will use commercially reasonable efforts to remedy the Downtime within four (4) hours of determining the source of the Downtime. If the Downtime is caused from outside of the COOLSIS local area network, COOLSIS will notify Customer and will use commercially reasonable efforts to notify the party or parties responsible for the source and cooperate with it/them to resolve the problem as soon as possible.

(ii) Failure to Determine Source and/or Resolve Problem: If COOLSIS is unable to determine the source of and remedy the Downtime within the time periods described above (where COOLSIS was solely in control of the source), COOLSIS will add one (1) additional day of service to the affected Customer License(s). This credit is limited to one day of credit per 24-hour service period.

EXHIBIT D 6- PRICING

A. Payment: The following pricing arrangements shall be valid during the term of this Agreement.

B. Invoices: COOLSIS will invoice Customer monthly. All invoices are due and payable in full within 15 days of date of the invoice. Any invoice not paid within 7 days of the due date will be deemed late, and will accrue late charges as of the date due. Late charges shall be at a rate of 1.5% per month, or the maximum rate allowed under law, whichever is lower; from the date such payment was due until the date paid. Customer agrees that it shall promptly notify COOLSIS in writing of any dispute with any invoice, and that invoices for which no such notification is received shall be deemed accepted by Customer and true and correct fifteen (15) days after they are sent by COOLSIS.

C. Suspension: If Customer fails to make any payment due hereunder, and fails to submit the payment within 60 days following the due date, COOLSIS may suspend COOLSIS School Information System Platinum Package Support Services immediately and without further notice.

If Customer fails to make any payment due hereunder, and fails to submit the payment within 90 days following the due date, COOLSIS may suspend access to COOLSIS School Information without further notice.

D. Taxes: Customer shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding U.S. federal and state and local taxes based upon COOLSIS' income. Customer shall indemnify, defend, and hold harmless COOLSIS from any losses or liability due to nonpayment of taxes for which Customer is responsible under this Agreement.

E. Payment options:

a) Customer can pay by Check:

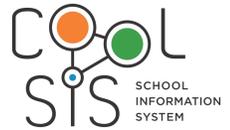
Company Name: *COOLSIS Technologies, Inc.*
Address: *811 Alpha Dr Suite 331 Richardson, TX 75081*

b) If customer desires to make a payment via credit card or PayPal 4% surcharge will be applied.

COOLSIS's PayPal account is paypal@coolsis.com

F. Pricing will be calculated based on student numbers of customer and modules selected.

- **COOLSIS License fee is \$2.75 per student per month.**
- The actual number of students in October 2017 will be used to calculate COOLSIS invoices for the following eleven months.



- G.** MAGNOLIA Public Schools will pay monthly payments.

COOLSIS FEE CALCULATION

CAMPUS	Student #	License Fee	Price
Magnolia Science Academy 1- Reseda	543	\$2.75	\$1,493
Magnolia Science Academy 2- Valley	470	\$2.75	\$1,293
Magnolia Science Academy 3- Carson	461	\$2.75	\$1,268
Magnolia Science Academy 4- Venice	176	\$2.75	\$484
Magnolia Science Academy 5- Los Lobos	210	\$2.75	\$578
Magnolia Science Academy 6- Palms	163	\$2.75	\$448
Magnolia Science Academy 7- Northridge	291	\$2.75	\$800
Magnolia Science Academy 8- Bell	488	\$2.75	\$1,342
Magnolia Science Academy San Diego	406	\$2.75	\$1,117
Magnolia Science Academy Santa Ana	733	\$2.75	\$2,016

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Accepted and Agreed:

MAGNOLIA Public Schools

COOLSIS Technologies, Inc.

Date:

Date:

Name:

Name:

Title:

Title:

Signature:

Signature:

Cover Sheet

MSA 1 Zone Variance Application RFP Winning Bid Announcement

Section: III. Action Items
Item: E. MSA 1 Zone Variance Application RFP Winning Bid
Announcement
Purpose: Vote
Submitted by:
Related Material: III E MSA 1 Zone Variance Bid.pdf
III E Updates (MSA 1 Zone Variance).pdf

THE FACILITY COMMITTEE
REQUESTED ADDITIONAL
DOCUMENTS, THESE WILL BE
UPLOADED SEPARATELY



Board Agenda Item #	Agenda #III. E
Date:	October 12 , 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Suat Acar, COO Mustafa Sahin, Principal
RE:	MSA 1 Zone Variance RFP Bid

Proposed Board Recommendation

I move that the Board approve the MSA-1 Zone Variance winning RFP bid to the vendor Rabuild Commercial LLC.

The evaluation committee consisting of Mr. Tim Buresh from Primesource Project Management, Mr. Suat Acar, Chief Operations Officer of MPS and Mr. Mustafa Sahin, Principal of MSA-1 will meet on September 29th 2017 to decide on the best bid for the project. The evaluation committee will inform the Finance Committee of the winning bid the day of the committee meeting.

Background

Please see attachment named “Zoning issues at MSA-1 Reseda”. This document is prepared by the Construction Management (CM) Company of MSA 1 Construction Project: Primesource Project Management.

Budget Implications

Funding Source: 2017 Bond
Amount: TBD (over \$25,000,
requires board approval)

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

Upon completion of the MSA 1 Construction Project, the school will increase the number of enrolled students to 912 in 5 years. This will help strengthen MPS’s financial power.

Name of Staff Originator:

Suat Acar, COO
Mustafa Sahin, principal.



Board Informative: Zoning Issues at MSA-1 Reseda Campus

Date: September 26, 2017

The MSA-1 campus has operated under a series of Zoning Variances issued by the City of Los Angeles. Zoning variances are legally binding documents that govern the use of the property as a school. MSA-1 is required to comply with the terms of a zoning variance or is subject to enforcement actions by the City, which can range up to ordering that the property not be used as a school. The main cause of a zoning variance for this site is the use of a portion of the parking lot as a food service area for the students. Zoning variances are temporary, not permanent solutions.

The most recent zoning variance, ZA 2014-0995(ZV) controls the use of the property including the recently acquired parcel planned for the high school. The zoning variance imposed a long list of operational restrictions and requirements such as requiring signage and locating the food service area away from residential neighbors. MSA-1 has substantially complied with these operational requirements.

However, the zoning variance also imposed several physical development requirements that have not been fulfilled:

- A requirement to re-stripe the parking lot to provide 91 parking slots to serve the school after the school created the food service area.
- A requirement to submit and obtain City approval of a traffic plan for the alley and parking lot and then make improvements defined by that plan.
- A requirement to "repair" the drainage issue at the rear of the site.
- A requirement to submit plans and get City approval to landscape the rear 16 foot wide strip of the property that serves as a drainage swale, and then to landscape and maintain that landscaping.

This has now become an urgent issue because the City of Los Angeles will not approve building permits for the new high school building until these outstanding issues are addressed. It may not be practical or even possible to comply. For example, the current zoning variance did not anticipate the parcel purchase and development of the new high school building and conversion of the existing building to a middle school. Development of the high school has actually reduced parking from 91 slots to less than 50 slots; it would be a waste to build more parking than is

necessary for the school. For example, the zoning variance anticipated that there was a drain line that could be restored to fix the drainage problem; no such line exists. Addressing drainage will require an engineered solution that requires City approval.

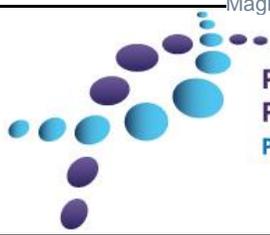
The current building design also did not address these issues. For example, the site plan has addressed parking for the high school alone and ignored the balance of the site or the impact of the high school on the existing building: by removing the existing gymnasium and converting the existing classroom building to a middle school, parking demand is reduced from 91 to approximately 20 parking slots. The current design has also ignored the landscaping issue and site drainage issue.

It is unlikely that final building permit approvals can be obtained without first securing another zoning variance that addresses both the current buildout of the site and future development such as a multipurpose building. Obtaining zoning variances requires special expertise. Staff has issued an RFP for zoning consulting services. Responses are due this week (9/29/17) and the contract will be awarded as quickly as possible. Although the zoning variances sought are actually relatively minor, the administrative process of the City of Los Angeles is notoriously slow. Any undue delay in resolving these issues risks the completion of the new building by Fall 2018.

It also makes no sense to proceed with a zoning variance that does not consider a future third building on campus. This building may not be built for some time, but zoning should be cleared for its future development now and so that the rest of the site can be designed now to accommodate that building and avoid tearing out and redoing development at a future date. Also, the only way to remove the primary cause of a perpetual zoning variance is to move food service indoors. Staff will meet with the Board for discussion and direction on a possible third building in the near future. If directed by the Board, staff will pursue a Conditional Use Permit to formally allow the development of the third building without further zoning issues.

In the meantime, staff will use the current architect to develop a comprehensive site plan that can be used to support the new variance process, revise the parking lot to accommodate entire campus parking needs, and to develop landscape and drainage plans for the entire site. This will require a change order to the current architect's contract.

Staff will also approach City Planning staff to attempt to find an interim solution that will allow the high school building to proceed.



**PRIME SOURCE
PROJECT MANAGEMENT**
Project Leadership | Project Success

Board Informative: Zoning Consultant Selection

Board Informative: Zoning Consultant Selection and Recommendation

Date: October 2, 2017

Action Requested: Board approval to retain zoning consultant

Background: The MSA-1 site has multiple zoning related issues to resolve. {Reference Board Informative: Zoning Issues at MSA-1, dated 9/26/17}
A consultant specializing in zoning is required to resolve these issues.

Staff issued a Request for Proposals dated 9/14/2017 with a due date of 9/19/17. Staff called three zoning consulting firms to solicit their participation. Two requested additional time. The due date was then extended to 9/29/17. Three firms submitted proposals. Those proposals were evaluated according to the attached rubric. Staff ranked the proposals as follows:

1. Rabuild Commercial Services LLC
2. Figueroa Media Group (FMG)
3. Land Developers Corp.

There were several critical factors in differentiating the proposers.

- Land Developers did not send in a compliant proposal. Instead, they updated a previously submitted letter of agreement. Besides missing relevant information, like references and background, this non-compliant response raises concern over their ability to pay attention to detail and take direction.
- The nature of the firms differs. Rabuild is focused narrowly on zoning and land use entitlement practice, has done so for more than 15 years, proposed a Project Manager who has done over 100 zoning projects, has completed three other similar projects in Reseda, and offered references for owners who required similar services.
- FMG is more broadly focused stressing community outreach and the resolution of political issues in addition to zoning and land use entitlement, proposed a Senior Manager who is more political than technical, proposed a Project Manager whose background is in



aviation and is based in San Diego County, and offered references for an economic study related to a CRA redevelopment.

- MSA-1 requires two different phases of service – resolving the immediate zoning questions sufficient to allow an immediate building permit for the high school building and associated site development, and then obtaining necessary clearances for the third building on campus if and when the Board elects to proceed. Only Rabuild recognized sufficiently the two-step approach.
- There are significant cost differences. Rabuild's Time and Material estimate of cost is \$50,000. FMG's lump sum cost is \$27,000. However, Rabuild's costs estimate was a worst case scenario, with the greatest effort and time involved and the cost estimate included the cost of resolving the initial and immediate zoning problems. Rabuild's cost estimate assumed that they would prepare a greater share of the required documentation than FMG. Rabuild proposed a Time and Material fee structure; the other proposers proposed fix fee services with onerous termination fees. Given the early stage of planning related to the third building, which may or may not be built, it is unwise to be locked into a fixed fee based on a full scope of service.
- Rabuild requires a retainer of \$3,500. FMG requires a retainer of 5,000.
- The proposed agreements by both Rabuild and FMG are acceptable.

Action requested: Staff recommends that a contract to Rabuild Commercial LLC be authorized on a Time and Material basis with an initial Not to Exceed amount of \$25,000. If and when the Board elects to proceed with entitlement for a third building on campus, this amount will be increased accordingly.

Attachments:

- Evaluation Rubric
- RFP
- Time Extension
- Proposed Rabuild letter agreement



Request for Proposals – Zoning Variance Consulting Services - Evaluation Rubric

Minimum Evaluation Criteria			
Proposer Name	Rebuild Commercial Services	Figuroa Media Group (FMG)	Land Use Developers Corp.
Proposal on time?	Yes - 9/28	Yes - 9/29	Yes-9/26
Proposal responsive?			
1. Cover Letter	Yes	Yes	
2. General Information	Yes	Yes	Yes
3. Zoning experience	Yes	Yes	No
4. References	Yes	Yes	No
5. Project approach	Yes	Yes	No
6. Resumes	Yes	Yes	No
7. Insurance	Yes	Yes	No
8. Budget	Yes	Yes	Yes
9. Proposed contract	Yes	Yes	Yes
Responsive?	Yes	Yes	No

Evaluation			
1. Cover Letter	OK	OK	
2. General Information	OK	OK	0
3. Zoning experience	Firm specialises in zoning related issues and land use - multiple projects completed in Reseda	Firm specialty primarily in community outreach, regulatory approvals of all sorts, in addition to zoning and land use permits.	NIC
4. References	Received 3 references, all developers seeking permits	Received 3 references, all related to economic development study work, not development approval - work was doen for CRS so somewhat dated	NIC
5. Project approach	Approach is worst case - if project requires Variance, Conditional Use Change, Genral Plan Ammedment zone Change (not required), MND/CEQA	Firm read the current zoning documents and has a plan to reconcile.	None



Request for Proposals – Zoning Variance Consulting Services - Evaluation Rubric

6. Resumes	Veronica Becerra - Principal will do most of the work, more than 100 zoning variances in City LA, +15 years doing this	Nathan Freeman - Project Manager - former Nate Holden Council deputy, more of a City of LA generalist than a zoning specialist.	None
7.a Insurance - General	OK	OK	NIC
7.b Insurance - Auto	OL	NIC	NIC
8.a Budget - proposed fee structure, reimbursable expense estimate, rate schedule	Fee based on worst case scenarior T&M - \$25,000 research and prep for third building and to resolve current zoning issues; \$25-30,000 filing applications; \$3,500 retainer; no minimum cost	Lump Sum - \$27,000, paid in full even if terminated early; expenses included (NIC City fees) - all for third building; NIC fees to resolve current zoning issues	Lump sum fee \$18,000, \$6,000 non-refundable fee plus \$2,000 deposit - plus permit expediting at \$175/hour - all for third building; NIC fee to resolve current zoning variance issues
	Expenses - reimbursable list included	Expenses included	Resimbursables called out but not specified
	Rates OK - Principal Becerra \$220; Planning Asst - \$165; Support - \$65-90/hour	Rates OK - Princiapl Charlston \$150; PM Freeman \$125/hr; Support \$90-125	Rates seem very high - Senior staff \$350-385/hr; expediter fees \$175/hr also higher
9. Proposed contract	Straightforward simple consulting agreement	Complicated contract; termination adverse to MSA; all materials prepared by MSA archit et or others	Contract very thorough, but inappropriately favors consultant numerous areas.

Proposal ranking	1st	2nd
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**REQUEST FOR PROPOSALS
ZONING VARIANCE CONSULTING
SERVICES**

**MAGNOLIA SCIENCE ACADEMY 1
RESEDA CAMPUS**

**18238 Sherman Way
Reseda, CA 91335**

Posted

Date Posted: 9/14/2017

Submit Responses To:

Timothy Buresh

tim.buresh@primesourcepm.com

RFP Due Date:

**9/25/2017 No Later
Than 5:00 P.M.**



Request for Proposals – Zoning Variance Consulting Services
September 14, 2017 - Page 2

SCOPE OF WORK

Magnolia Science Academy 1 (“Charter”) is requesting Proposals for Zoning Variance Consulting Services for work associated with Charter campus in Reseda.

The Magnolia Science Academy 1 campus is located on multiple parcels in the City of Reseda that were obtained at different times from multiple owners. Reference attached ALTA survey file. The campus site has recently been expanded by the addition of a new parcel which is being redeveloped to construct a new campus building. A third building is anticipated. Although Magnolia Science Academy is a California public school, this campus is not being built under the California Field Act, and is therefore subject to City of Los Angeles zoning and building code requirements.

The Charter middle school is currently housed in a formerly commercial structure on a parcel (APN 2125-036-095 and APN 2125-036-100) that contains a building and surface parking area. A zoning variance was obtained for this parcel (ZA 2014-0995(ZV) - attached) that allowed Campus food service to be provided under temporary structures on a portion of the parking lot, plus required provision of a certain number of parking slots and correction of a longstanding drainage issue.

Charter recently acquired an adjacent parcel (APN 2125-036-021 and APN 2125-036-105) that includes a commercial structure and parking lot. The existing building will be demolished and a new high school classroom building will be constructed on the parcel. The new high school building is currently in plan check by LADBS (Plan check #B17LA10287). The parking area requires reconstruction and addressing a long standing drainage issue. Future development plans include construction of a third school building in the existing parking lot that will replace the current outdoor food service area, and conversion of paved areas to landscape and recreation space for use by Charter students.

The Charter requires professional services to alter current temporary and permanent zoning provisions to reflect the anticipated buildout of the campus, and to obtain approval for the construction of the third building on campus.

PROPOSAL SUBMISSION REQUIREMENTS

A) GENERAL INSTRUCTIONS

The purpose of this Request for Proposals ("RFP") is to obtain information that will enable Charter to select a consultant to provide services needed to change existing zoning restrictions and requirements. The Charter is requesting proposals from qualified firms to provide these services.



Request for Proposals – Zoning Variance Consulting Services
September 14, 2017 - Page 3

Proposals must be submitted electronically in PDF format to **Timothy Buresh, Project Manager** at tim.buresh@primesourcepm.com no later than 5:00 p.m. on September 25, 2017. Late proposals will not be considered. Each proposal shall be treated as confidential until this deadline, after which time each proposal shall become a matter of public record.

All proposals are to be submitted in compliance with the format set forth below. Proposals must be typewritten, concise, straightforward, and must address each requirement and question. Brevity is encouraged and unnecessary or duplicative information should be avoided.

Clarifications or questions regarding submittals must be submitted via email to Timothy Buresh at tim.buresh@primesourcepm.com. Please include the name of your firm and telephone number when making inquiries.

All proposals will become the property of the Charter. Information in Proposals will become public property and subject to disclosure laws. The Charter reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the School Board meeting agenda.

The Charter reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of the Charter to make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFP is solely the responsibility of the candidates.

B) Evaluation of Proposals and Recommendation

All RFP responses will be read and evaluated by a committee selected by the Charter CEO. The Charter will select a firm that has the highest suitability for the work with Charter and the overall most desirable approach. The Charter reserves the right to negotiate modifications with any firm as may be required to serve the best interests of the Charter and to negotiate the final contracts with the most qualified candidates. Staff will make a recommendation to the Charter Board of Directors to award a contract to the selected Vendor. The Charter Board of Directors will vote to award the contract at its ad hoc committee or regularly scheduled meeting.

C) FORMAT REQUIREMENTS:

All proposals shall include the following information:

1. Cover Letter

- a. Name of Firm



Request for Proposals – Zoning Variance Consulting Services
September 14, 2017 - Page 4

- b. Project Title – Proposal for Zoning Variance Consulting Services, Magnolia Science Academy 1
- c. Date Submitted
- d. A brief cover letter

2. General Information

- a. Name, address, telephone, and e-mail address of firm, name and email for contact persons.
 - b. Provide a short resume of your firm’s history and areas of expertise.
3. **Zoning variance experience** - Describe in detail your experience in obtaining modifications to zoning variance requirements and project development approvals within the City of Los Angeles.
4. **References** - Provide at least three (3) references, including names, addresses, telephone and email addresses of persons with respect to zoning variance projects which your firm or its senior personnel has worked on within the last five years. Please be advised that references may be contacted.
5. **Project Approach** - Briefly describe a work plan and how your firm would plan to work with the Charter and their other consultants, representatives and/or agents in order to obtain the needed zoning variance changes and project approval of the new third building. Include a timeline of activities.
6. **Resumes** – Include short resume of key personnel to be assigned to this project. Includes specific examples of similar work. Describe their specific role and responsibility.
7. **Insurance Coverage** - Each submittal must include a copy of the respondent’s Certificate of Insurance. This may be marked confidential and included with the “original” (wet signature) proposal. The firm or organization shall be required to carry the following insurance:
- a. Comprehensive General Liability and Property Liability Insurance, with a minimum limit two million dollars (\$2,000,000), with the Charter named as Additional Insured;
 - b. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles with minimum limit of one million dollars (\$1,000,000);
 - c. Workers’ Compensation and Employer Liability, statutory limit;



Request for Proposals – Zoning Variance Consulting Services
September 14, 2017 - Page 5

8. **Budget and Cost of Services** - Provide a proposed fee structure for all proposed services for the project. Provide an estimate and breakdown of reimbursable expenses. Also, include an hourly rate schedule for personnel to be assigned to the project. Clarify what costs considered reimbursable and what costs are included in hourly fees.

9. **Proposed Contract for Consulting Services** – Include a proposed contract for these services.

LINN K. WYATT
CHIEF ZONING ADMINISTRATOR

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
CITY PLANNING**

MICHAEL J. LOGRANDE
DIRECTOR

**OFFICE OF
ZONING ADMINISTRATION**

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DAVID S. WEINTRAUB
MAYA E. ZAITZEVSKY

July 6, 2015

Dr. Mehmet Argin (A)(O)
Magnolia Science Academy
13950 Milton Avenue, Suite 200 B
Westminster, CA 92683

Robert B Lamishaw (R)
JPL Zoning Services
6257 Van Nuys Boulevard
Van Nuys, CA 91401

CASE NO. ZA 2014-0995(ZV)
ZONE VARIANCE
18238 West Sherman Way
Reseda-West Van Nuys Planning Area
Zone : [Q]C2-1L-CDO, [Q]P-1L-CDO
D. M. : 183B125
C. D. : 3
CEQA : ENV 2005-3788-MND-REC2
Legal Description: Lots 1 and 2 Arb 2,
Lot 5 Arb 2, Tract 17598 and Lots 1 and
10, Tract 21799

Pursuant to Charter Section 562 and Los Angeles Municipal Code Section 12.27-B, I hereby APPROVE:

a variance from Section 12.12.1-A of the Code to permit the continued use and maintenance of a portion of a [Q]P1-1L-CDO zoned parking area to be used for student lunch, recreation and drop-off/pick-up area incidental to a LAUSD Charter School,

upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.

4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
5. A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
6. The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action or proceedings against the City or its agents, officers, or employees relating to or to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
7. No parking variance has been requested nor granted for a reduction in the required number of parking (91 spaces) established for the school use and associated gym facility.
8. Use of this school area in the P Zone is prohibited during Saturday or Sunday by the applicant or by any other party. The area shall be fenced and locked when not in use.
9. The enclosed lunch area shall be located closer to the alley than to the abutting residential uses.
10. Morning drop-off activities shall be generally limited to the hours between 7 a.m. and 8:15 a.m. During this period, children may have breakfast in the designated eating area and passive activities shall be encouraged. Lunch, social and playing activities within the parking area shall be generally conducted between 11:30 a.m. and 1:30 p.m. Pick-up activities shall extend from generally 2:15 p.m. to 5 p.m.
11. At all times that children are present in the parking lot area, in addition to school staff, there shall be a security guard present to escort children to the school and back and to insure their safety when crossing the alley.
12. Parking signs shall be posted along the perimeter of the school-required parking area noting that parking is reserved for the school and that there are school children in this area.
13. The applicant shall post signs within the lunch area reminding students and parents to be respectful of noise impacts on neighbor's peace and quiet.
14. Signage shall be conspicuously posted in the student drop-off and pick-up area outdoor notifying students, parents and guardians to be mindful of the peace and

quiet of the adjacent residential neighborhood, with a message to the following effect:

QUIET ZONE

At all times please respect our surrounding neighbors! Refrain from any loud conversation or shouting, playing any loud music, using car horns or any other disruptive behavior.

Vehicles must exit this area immediately in an orderly and quiet manner upon drop-off or pick-up of students.

15. No outdoor public address system shall be installed or maintained on the subject property. No paging system shall be installed which is audible outside the building in which it is located. No amplified music or loud non-amplified music is permitted outside.
16. All student outdoor activities shall take place within the approved fence area.
17. The subject property, including any associated parking facilities, shall be maintained in an attractive condition and shall be kept free of trash and debris.
18. Open areas devoted to trash storage or other storage shall not be located adjacent to a residential use or shall be buffered and/or enclosed by a solid masonry wall so as not to result in noise, odor or debris impacts on any adjacent residential uses.

The School operator shall be responsible for maintaining free of litter, the area and adjacent to the premises over which they have control.

19. The life of this grant shall be 10 years from the approval date, or earlier if the school relocates to another site before such date. At such time, the fencing shall be removed and the parking lot restored to its original use.
20. If at any time should documented evidence be submitted showing continued violation(s) of any Condition(s) of this grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Zoning Administrator will have the right to require the applicant/owner to file immediately for a plan approval application together with the associated fees to hold a public hearing to review compliance with and the efficacy of the Conditions of the grant. The applicant shall prepare a radius map and cause a notification to be mailed to: all owners and occupants of properties within a 500-foot radius of the property; the applicable Council District Office and corresponding representative Neighborhood Council(s); and the corresponding Division of the Los Angeles Police Department. The applicant shall also submit a summary and supporting documentation of how compliance with each Condition of the grant has been attained. Upon this review, the Zoning Administrator may modify, add or delete Conditions, and reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.

21. The school administration shall participate in holding semi-annual meetings, possibly coordinated or facilitated by the local Neighborhood Council, to discuss any major issues of concern to the surrounding neighborhood related to the school's use of the parking lot.
 - a. The school administration shall either provide a minimum 10-day advance written notification of such meetings to residents within 100 feet of the property, or provide an annual calendar of scheduled meeting dates, time and location to the same residents.
 - b. The school administration shall investigate and respond promptly to any complaints, and maintain an annual summary report of the meetings along with a log of any calls and responses in the event that the Office of Zoning Administration, the Department of Building and Safety or other law enforcement agency requests such annual report or log for review.
22. The school is allowed to hold five special events per calendar year. Special events may take place outside on the parking lot, but events shall not include carnival types of activities with mechanical rides. The school administrator shall provide a minimum 2-week advance written notification of any special events to abutting residents.
23. The school administrator shall set up a complaint hot line phone number to address any site maintenance and operational nuisance issues. The number shall be posted at the school entries, and be provided to the immediate neighbors, and local neighborhood council groups.
24. Loitering on or around the premises under the control of the school is prohibited. School administrators shall contact Los Angeles Police Department of any suspicious activities taking place in the parking lot during school operational hours.
25. The school management shall commence the drainage repair work within a year from the approval date of this grant and complete the repair within two years from the approval date. Council Office may be contacted to facilitate communication and coordination with abutting parking lot owners to address the drainage repair.
26. A landscape plan prepared by licensed landscape professional shall be submitted to the Planning Department prior to any permit issuance showing a 16-foot wide landscape buffer at the most southerly portion of the parking lot abutting to the single family properties. Landscape shall have routine maintenance including any brush clearance.
27. No overnight parking or camping allowed in the parking lot except vehicles owned by the school personnel or affiliated with school events.
28. All conditions enumerated in Environmental Clearance Case No. ENV 2005-3788-MND (listed below) shall be considered conditions of this grant.

a. Safety Hazards

The applicant shall submit a parking and driveway plan that incorporates design features that shall reduce accidents, to the Bureau of Engineering and the Department of Transportation for approval.

b. Utilities (Solid Waste)

Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.

30. Prior to the issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.

OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES

All terms and conditions of the approval shall be fulfilled before the use may be established. The instant authorization is further conditional upon the privileges being utilized within three years after the effective date of approval and, if such privileges are not utilized or substantial physical construction work is not begun within said time and carried on diligently to completion, the authorization shall terminate and become void.

TRANSFERABILITY

This authorization runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent upon you to advise them regarding the conditions of this grant.

VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR

Section 12.29 of the Los Angeles Municipal Code provides:

“A variance, conditional use, adjustment, public benefit or other quasi-judicial approval, or any conditional approval granted by the Director, pursuant to the authority of this chapter shall become effective upon utilization of any portion of the privilege, and the owner and applicant shall immediately comply with its conditions. The violation of any valid condition imposed by the Director, Zoning Administrator, Area Planning Commission, City Planning Commission or City Council in connection with the granting of any action taken pursuant to the authority of this chapter, shall constitute a violation of this chapter and shall be subject to the same penalties as any other violation of this Code.”

Every violation of this determination is punishable as a misdemeanor and shall be punishable by a fine of not more than \$2,500 or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

APPEAL PERIOD – EFFECTIVE DATE

The applicant's attention is called to the fact that this variance is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or not complied with, then this variance shall be subject to revocation as provided in Section 12.27 of the Municipal Code. The Zoning Administrator's determination in this matter will become effective after JULY 21, 2015, unless an appeal therefrom is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of the Zoning Administrator's action, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. **Forms are available on-line at <http://planning.lacity.org>.** Public offices are located at:

Figueroa Plaza
201 North Figueroa Street,
4th Floor
Los Angeles, CA 90012
(213) 482-7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Boulevard, Room 251
Van Nuys, CA 91401
(818) 374-5050

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

NOTICE

The applicant is further advised that all subsequent contact with this office regarding this determination must be with the Zoning Administrator who acted on the case. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting. You should advise any consultant representing you of this requirement as well.

FINDINGS OF FACT

After thorough consideration of the statements contained in the application, the plans submitted therewith, the statements made at the public hearing on June 12, 2015, all of which are by reference made a part hereof, as well as knowledge of the property and surrounding district, I find that the five requirements and prerequisites for granting a

variance as enumerated in Section 562 of the City Charter and Section 12.27-B,1 of the Municipal Code have been established by the following facts:

BACKGROUND

The property, comprised of three lots and bifurcated by an east-west through alley, is a level, rectangular-shaped, interior, 47,297 square-foot parcel of land with a frontage of 113 feet on the south side of Sherman Way. The property has an even width of 113 feet and an even depth (exclusive of the alley right-of-way) of 426 feet. The alley right-of-way separates the [Q]C2-1L-CDO zoned portion of the property to the north from the [Q]P-1L-CDO zoned portion of the property to the south.

The property is developed with a two-story commercial building fronting on Sherman Way used as a school (Magnolia Science Academy) and an adjoining one-story commercial building used as a gymnasium with a large surface parking lot at the rear. Vehicle ingress and egress is via the alley, which accesses Etiwanda Avenue to the west and Lindley Avenue to the east.

The property is located within the Reseda-West Van Nuys Community Plan Area, the Reseda Central Business District Community Design Overlay Zone, the Reseda Central business District Streetscape Plan, the Reseda Village Merchant Business Improvement District, an Airport Hazard Horizontal Surface Area, and is within 10 kilometers of the nearest known fault (Northridge Fault).

The north, east and west adjoining properties are zoned [Q]C2-1L-CDO and [Q]P-1L-CDO and developed with one- and two-story commercial buildings. The adjoining property to the east is developed with the subject school's gymnasium and a vacant commercial building. The western adjoining property is developed with JAM – the Joining All Movement Center. The north abutting properties, across Sherman Way, consist of a shopping center with a CVS and Jon's Grocery Store. The southern adjoining properties are zoned R1-1 and are developed with single-family dwellings.

Sherman Way is a Scenic Major Highway Class II improved to a width of 100 feet with asphalt roadway, landscaped median, concrete curb, gutter, and sidewalk.

Alley, bisecting the property, is an alleyway improved to a width of 20 feet, with asphalt roadway and concrete centerline gutter.

Previous zoning related actions on the site include:

Case No. ZA 2008-0748(ZV) – On September 10, 2008, the Zoning Administrator approved a variance to permit the continued use and maintenance of a portion of a [Q]P1-1L zoned parking area to be used for student lunch, recreation, and drop-off/pick-up incidental to a LAUSD Charter School. The grant expired July 31, 2012.

Case No. ZA 2005-3787(ZV) – On December 1, 2005, the Zoning Administrator approved a variance to allow the continued use and maintenance of a student drop-off and pick-up, lunch and playground area located in the P-1L Zone in conjunction

with an existing charter school located in the [Q]C2 Zone with 15 conditions and a expiration date of January 1, 2008.

Order to Comply Case No. 181746 – On October 13, 2006, the Department of Building and Safety issued an Order to Comply for the following violations of Zoning Administrator Case No. ZA 2005-3787(ZV): failure to provide the required 91 parking spaces for school use and gym facility; failure to provide a security guard at all times when children are present; failure to provide required signs; failure to post required signs within the play area; failure to submit a parking and driveway plan to the Bureau of Engineering and the Department of Transportation. Case was closed on August 19, 2009 because the school was now operating under a new zone variance and since the orders were for an expired ZV, order was closed.

Ordinance Nos. 176,557 and 176,558 – Effective on May 2, 2005, establishing the Reseda Central Business District Community Design Overlay District, repealing the Reseda Central Business District Specific Plan, and resulting in zone changes imposing the addition of the "CDO" Zone suffix and "Q" conditions. The "Q" conditions regulate auto-related uses, ground-level residential uses, development of store frontages, parking buildings, and signage and prohibit new auto-related uses, open storage, and shelters for the homeless. The conditions also limit commercial development to a maximum height of 45 feet. (CPC 2002-1263-CDO-ZC-MS)

PUBLIC HEARING

On May 19, 2015, notices for public hearing were mailed to owners/occupants within a 500-foot radius of the site. The public notice was posted at the subject site on May 28, 2015. A public hearing was conducted by Associate Zoning Administrator, Jack Chiang, on June 12, 2015 in the Marvin Braude San Fernando Valley Constituent Services Center.

The applicant and the applicant's representative were able to testify that the project is a request for a variance to allow a student lunch, recreation, and drop-off/pick-up area for Magnolia Charter School in a [Q]P1-1L zoned parking area. The applicant's representative, Mr. Robert Lamishaw, stated that the Charter School was established in 2002 and is a highly rated school in the State. The School itself is a by-right use located in the C2 Zone, but the parking area is in an antiquated P (Parking) Zone which City does not employ in current land use and zoning designations. The School has an enrollment of 520 students from sixth to twelfth grade with operating hours from 7:30 a.m. to 3:00 p.m. Monday to Friday. There is no public paging system or loud outdoor music playing during the activity time, and the school is closed during in the weekends. The requested student lunch and recreation area in the parking lot will be used for two 15-minute breaks, one in the morning and one in the afternoon in addition to one hour lunch at noon. After school pick up is between 3:00 p.m. to 6:00 p.m. The applicant is also requesting a longer term grant as the fund to renew subsequent variances can be best applied to books and educational equipment.

There were three interested parties aside from the applicant who attended the public hearing, all of whom spoke.

David Reames, an abutting property owner.

- Not against the School.
- Concerned with the noise, trash, pollution, fire hazard, security at night, and loud speaker of special events.
- A storm drainage problem in the parking lot which damaged his property and landscape. The problem cause a deep pool of water accumulates across several properties in the parking lot after each rain. The water also remains undrained over a long period of time which becomes mosquito breeding pool and may cause serious health issues.

Billie Jean Krumrey, a local resident.

- Concerned about the parking drainage problem.
- Concerned about the safety of students as the parking lot is not best suitable for recreation and lunch use.

Dr. John Foroutan, a local business person.

- There should be a better location for the school to operate.
- Concerned about the increasing gang activities and students' well-being.
- Concerned about the traffic safety during the drop-off and pick-up.

Frank Gonzales, a Magnolia School administrator.

- Mangolia School is in an urban setting for kids who live in the area. It is the best choice for kids and families that do not have many resources.
- The school has on-site adult supervisors at all time during the operational hours.
- The school will coordinate with the Council Office about the drainage repair and its construction.

Andrew Pennington of Council District No. 3 stated that the Council Office acknowledged neighbors' concerns, and requesting mitigations of noise and trash impacts. Some of the issue may be resolved with dialog between the school and abutting neighbors and the Office encourages communication between the two. The Office has met with the Bureau of Engineering to address the drainage issue. However, the parking lot properties are not City owned properties therefore the School will need to privately repair the drainage line.

After the interested parties made their comments, the applicant's representative Mr. Robert Lamishaw responded that Magnolia School management was well aware of the drainage problem, but the school was only a lessee of the parking lot who did not have the ownership over the property to address the issue. The school will now repair the parking lot drainage system as it recently purchased the parking lot property. The school also has a full time custodian who maintains the school site during the operational hours. There are trashes traveled from other properties, but the School will do its best to clean up its own property. The school only held one special event in a year, and the school management will notify abutting owners in advance.

After the closing of the public comment period, the Zoning Administrator stated that he will amend a complaint hot-line condition for the neighbors to call in the event that nuisance occurs, a Plan Approval condition in case there are sufficient nuisance, a drainage repair condition, a landscape condition, a special event condition, and a trash removal condition. The applicant agreed to all amended conditions.

COMMUNICATION RECEIVED

The Zoning Administrator has received a letter from Mr. David Reames, an abutting resident of the school. The letter reiterates what Mr. Reames said in the public hearing in regards to the concerns of noise, trash, pollution, fire hazard, lack of security at night, loud speaker of special events, and storm drain problems. The letter also provides suggestions to mitigate impacts.

MANDATED FINDINGS

In order for a variance to be granted, all five of the legally mandated findings delineated in City Charter Section 562 and Municipal Code Section 12.27 must be made in the affirmative. Following (highlighted) is a delineation of the findings and the application of the relevant facts of the case to same:

1. **The strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the zoning regulations.**

The applicant has requested a variance from LAMC Section 12.12.1-A to permit the continued use and maintenance of a portion of a [Q]P-1L zoned parking area to be used for student lunch, recreation, and drop off/pick up, incidental to an existing LAUSD Charter School (Magnolia Science Academy). The school has operated at the site since 2003. Zoning regulations restrict certain uses in various zones in order to provide compatibility and protect neighboring uses. These regulations are written on a citywide basis and cannot take into account individual unique characteristics which a specific parcel may have. The unique location of a school within a commercial development that was not designed for such use has limited the student population's access to outdoor recreation and lunch time activities. According to the applicant:

Given the availability of a generous sized parking lot, denial of the request would limit the ability of the school to provide a more optimum environment for students that is otherwise restricted by the split zoning pattern and limited on-site space.”

Granting of the variance would allow the school to continue the use while maintaining conditions that minimize impacts to the surrounding community, including the condition to locate the facility closer to the alley than abutting residential uses and the requirement to have a security guard present at the site at all times that children are present in the parking area.

In consideration of all of the above, the code's desire to achieve compatibility between uses and to protect neighboring properties, and the applicant's desire to maintain the continued use of the student lunch, recreation, drop-off/pick-up area in the P Zone can be permitted to continue in a manner that is consistent with the purpose and intent of the zoning regulations. The strict application of the provisions of the Zoning Ordinance would result in practical difficulties and unnecessary hardships inconsistent with the general purpose and intent of the zoning regulations.

2. **There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity.**

There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity. The site has converted a commercial building into a charter school. According to the applicant, the requested variance is a result of a building designed for commercial purposes and not for school needs.

Surrounding properties are zoned [Q]C2-1L-CDO, [Q]P-1L-CDO and are developed with various commercial buildings and surface parking. There are single-family and multi-family residential uses to the south abutting the P zoned property. The special circumstance that is applicable to the subject property is that the use has been permitted since 2005. During staff's site visit on June 5, 2015, a condition compliance review revealed substantial compliance with the terms of the 2008 grant. The use of the P Zone for student lunch, recreation, drop-off/pick-up is limited to morning drop off (7 a.m. to 8:15 a.m.), lunch activities (11:30 a.m. to 1:30 p.m.), and pick-up activities (2:15 p.m. to 5 p.m.). The use is not permitted during the weekend. Signage is present to remind students and parents to respect the neighbors. Based on these factors, the request is reasonable as it would allow for the continuation of a use that provides a great utility for the existing LAUSD Charter School.

3. **Such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity but which, because of such special circumstances and practical difficulties or unnecessary hardships, is denied the property in question.**

The proposed variance is to allow the continued operation and use of the outdoor student lunch, recreation, and drop-off/pick-up area in the P Zone is necessary for the preservation and enjoyment of a use that is possessed by other properties throughout the City. The applicant states that the variance is necessary for the following reason as submitted on the application and in the public hearing:

The variance will allow the school to operate with some of the amenities that are afforded and expected in other schools. Magnolia School was established in 2002 and it has been a top quality school. It provides top

quality education to kids resides in lesser affluent communities with few school options. The school is in an urban setting and both the school personnel and students make the best out of what they have.

In considering that Magnolia School has a satisfactory track record of maintaining a lunch area in the subject parking lot for the past ten years from 2005, and the school is a charter school without a facility designed for a school use. This constitutes a continual use in a property with a practical difficulties.

Therefore, for the reasons cited above, the variance is necessary for the preservation and enjoyment of a substantial property right or use generally possess by other property in the same zone and vicinity but which, because of the special circumstances, practical difficulties, and unnecessary hardships, is denied to the property in question.

4. **The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located.**

The applicant is seeking permission to continue an existing use at the same location. No evidence was submitted for the record that the operation of the use at the property has been detrimental to the public welfare. The granting of the variance with conditions allows the school to provide a space for students to be outside during designated hours and with appropriate supervision. As noted by the applicant, the building was not designed for school purposes. As such, there is no ability to provide open space for the students other than in the adjacent surface parking lot. The variance was conditioned to include a 10-year term, in acknowledgement that the use has operated in a compatible manner. A plan approval condition was added in the event there is evidence of continued violation of conditions, then the Office of Zoning Administration can require the applicant to file a plan approval to evaluate the effectiveness of the conditions. Based on the concerns raised in the public hearing, the Zoning Administrator amended several conditions to address water drainage, landscape, trash, special events and operational complaints in order to mitigate potential impacts. As conditioned, the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone and vicinity.

5. **The granting of the variance will not adversely affect any element of the General Plan.**

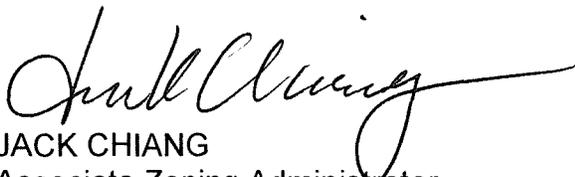
There are eleven elements of the General Plan. Each of these elements establishes policies that provide for the regulatory environment in managing the City and for addressing environmental concerns and problems. The majority of the policies derived from these Elements are in the form of Code requirements of the Los Angeles Municipal Code. Except for the entitlement described herein, the project does not propose to deviate from any of the requirements of the Los Angeles Municipal Code. The Land Use Element of the City's General Plan divides the city into 35 Community Plans. The Reseda-West Van Nuys Community Plan map

designates the property for Community Commercial land uses, with corresponding zones of CR, C2, C4, RAS3, RAS4, P, and PB, and Height District No. 1L. The property is located within the Reseda Central Business District Community Design Overlay and the application is not affected.

The Reseda-West Van Nuys Community Plan encourages uses which provide necessary goods, services, and local job opportunities. The granting of the variance to allow the continued use and maintenance of a student lunch, recreation, and drop-off/pick-up area within the [Q]P-1L Zone is consistent with Policy 4-1.1 of the Reseda-West Van Nuys Community Plan, which states "explore creative alternatives for providing new school sites in the city, where appropriate." The school has repurposed underutilized commercial and parking space. In light of the above, the project substantially conforms to the purpose, intent and provisions of the General Plan and the Reseda-West Van Nuys Community Plan.

ADDITIONAL MANDATORY FINDINGS

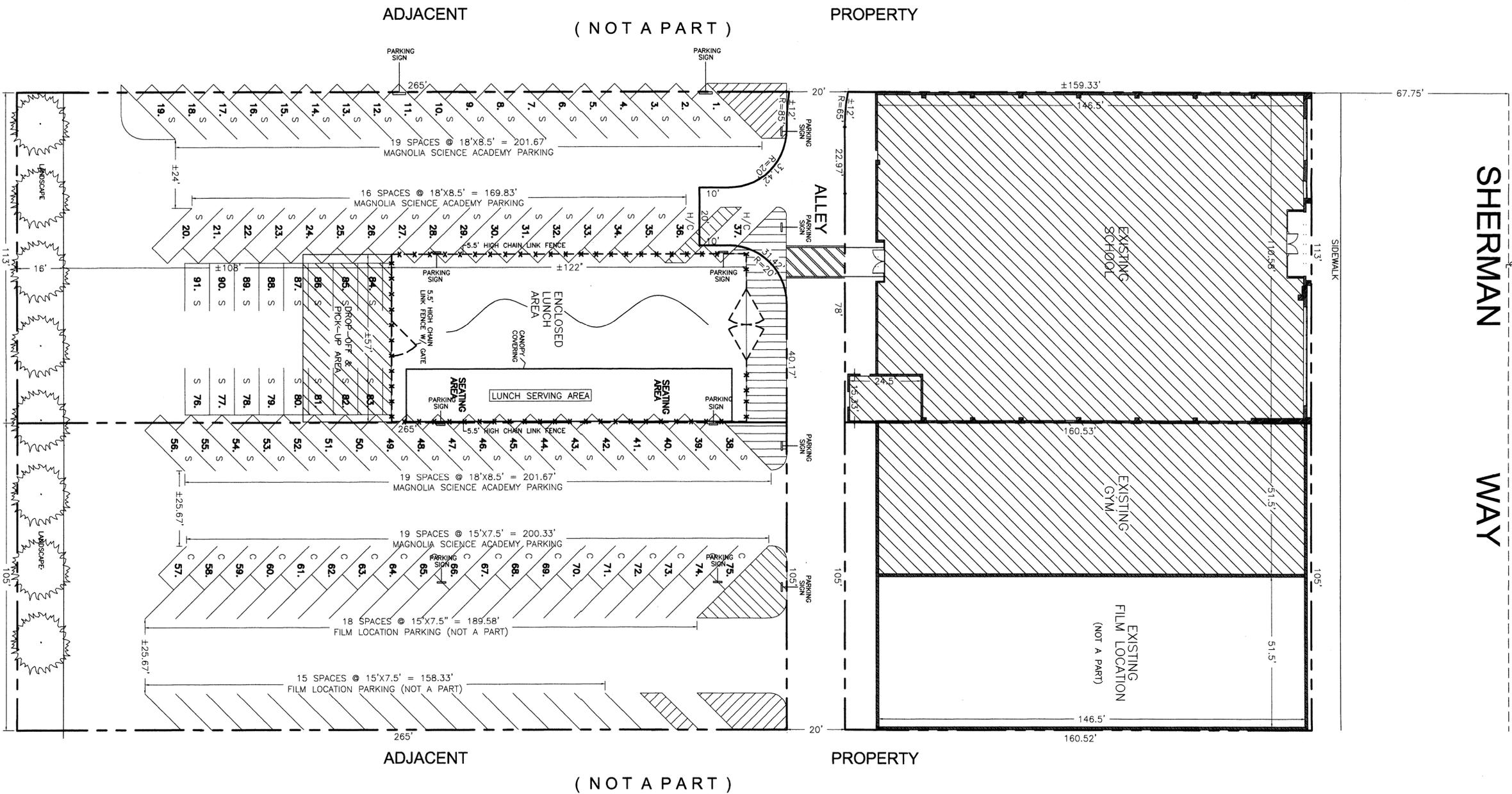
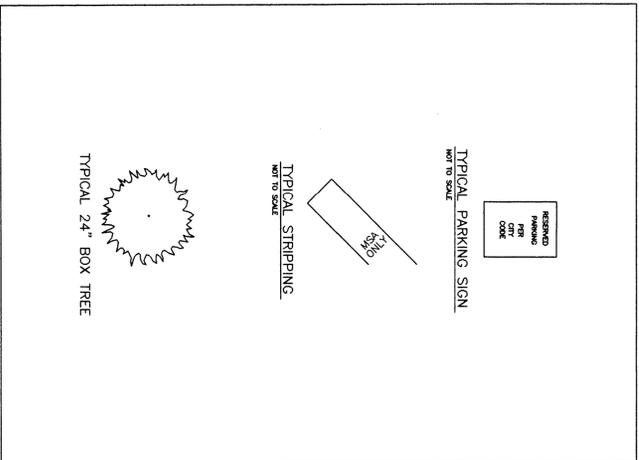
6. The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 172,081, have been reviewed and it has been determined that this project is located in Zone C, areas of minimal flooding.
7. On March 2, 2015, a Reconsideration (ENV 2005-3788-MND-REC2) for the previously issued Mitigated Negative Declaration (ENV 2005-3788-MND) was prepared for the proposed project. On the basis of the whole of the record before the lead agency including any comments received, the lead agency finds that with imposition of the mitigation measures described in the MND (and identified in this determination), there is no substantial evidence that the proposed project will have a significant effect on the environment. I hereby adopt that action. This Mitigated Negative Declaration reflects the lead agency's independent judgment and analysis. The records upon which this decision is based are with the Planning Department in Room 351, 6262 Van Nuys Boulevard.



JACK CHIANG
Associate Zoning Administrator
Direct Telephone No. (213) 978-0195

JC:lmc

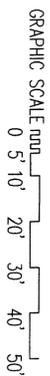
cc: Councilmember Bob Blumenfield
Third District
Adjoining Property Owners



ADJACENT (NOT A PART) PROPERTY

EXHIBIT "A"
 Page No. ZA-2014-975 (8v)
 Case No. ZA-2014-975 (8v)

EXISTING PLOT PLAN



DATE: 10-30-13
 SCALE: 1/20" = 1'

CAD GRAPHICS BY
 JPL Zoning Services
 6257 Van Nuys Blvd., #101
 Van Nuys, CA 91401
 (818)781-0016

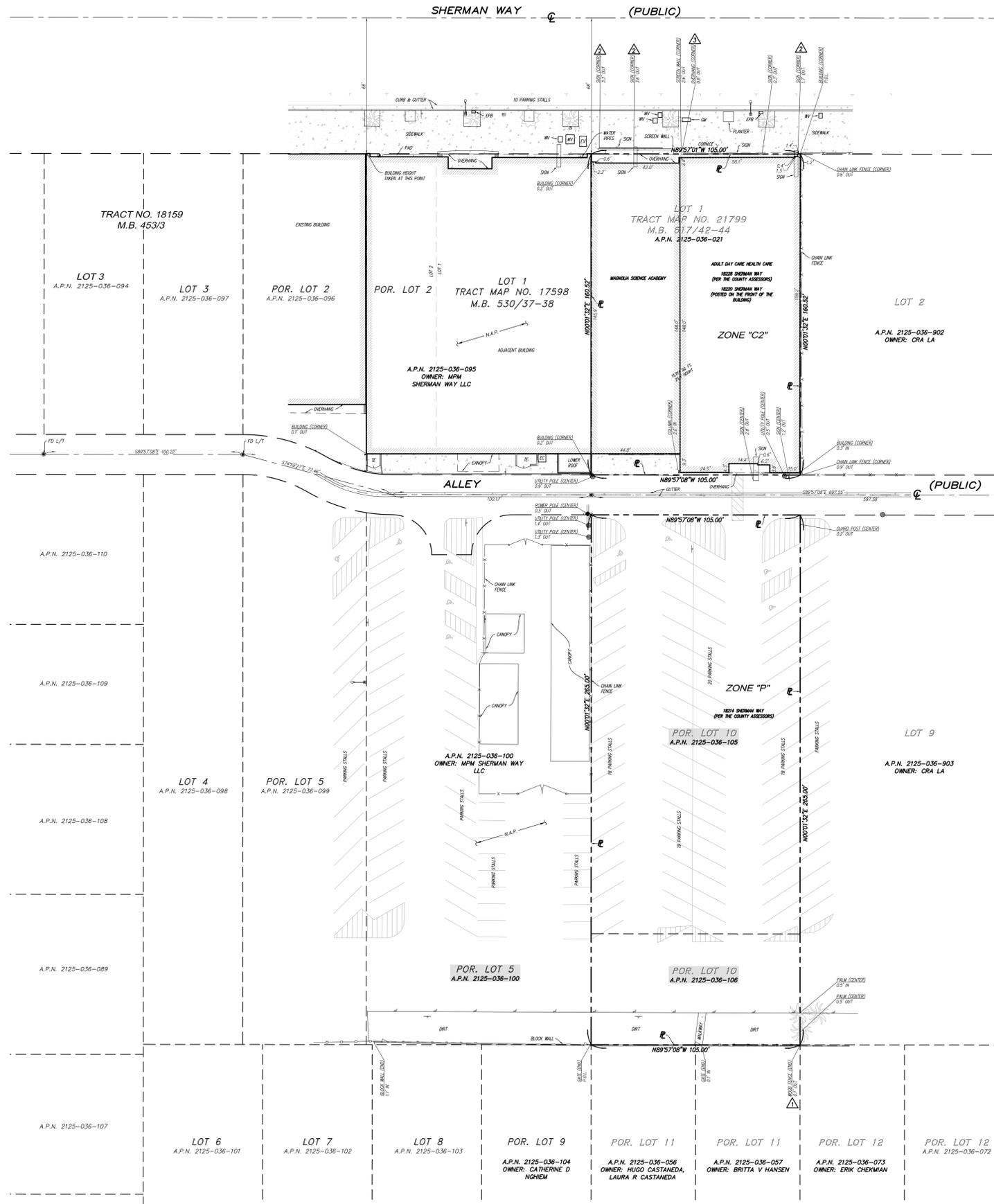
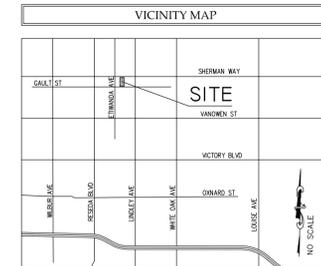
JPL-7113PP

- NOTES
1. Representative: Robert B. Lantierew
 4751 Wilshire Blvd. #101
 Los Angeles, CA 90010
 Phone: (818) 781-0016 Fax: (818) 781-0828
 E-mail: lantierew@jplzoning.com
 2. 18228 Sherman Way LLC Etal
 Michael Malucco
 P O Box 250490
 Rancho Mirage, CA 92270
 Phone: (818) 781-0016
 3. Michael W. Spvak
 Hank Dayton
 4751 Wilshire Blvd. Ste 203
 Los Angeles, CA 90010
 Phone: (818) 781-0016
 4. Applicant: Magnolia Science Academy
 Dr. Mehmet Argh
 18224-18228 Sherman Way
 Sherman, CA 91355
 Phone: (818) 781-0016
 5. Legal Description: Lots 1, 5, Apts 2, & For Lot 2, Apts 2, Tract 175988, M.B. 5306-5798 & Lots 1, 10, Apts 1 & 2, Site 175988, M.B. 817-8214
 6. 18224-18228 Sherman Way
 Reedley, CA 91335
 7. Zone: [O]C-2-1L-CDO & [Q]P-1L-CDO
 8. Parking Required: TOTAL SPACES REQUIRED: 48 spaces
 9. Standard Spaces = 70 spaces
 Compact Spaces = 19 spaces
 TOTAL SPACES PROVIDED: 91 spaces
 10. Total Site Area = ±46,025 s.f.
 11. Total Floor Area = ±23,900 s.f.
 12. Lot Coverage: Building = ±50%
 Hardtop = ±43%
 Request: Renewal of ZA-2005-3787-ZV

ZA 2014 995

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

18228 & 18214 SHERMAN WAY, LOS ANGELES, CA 91335



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTER LINE OF ALLEY, BEING SUBSTATIONED PER MAP TRACT MAP NO. 21799 RECORDED IN BOOK 338 PAGES 37 AND 38 OF RECORDING RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

FLOOD NOTE: By graphic plotting only, this property is in Zone "X" of the Flood Insurance Rate Map, panel No. 96037C1205F. Flood dated September 26, 2008. This property is located in an area where Flood Records exist as determined by FEMA. By telephone call to the National Flood Insurance Program (800-638-6620) we have learned this community does not currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

POSSIBLE ENCROACHMENT NOTES

THIS IS A LISTING OF OBSERVED ENCROACHMENTS THAT CROSS PROPERTY LINES, STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

- ▲ SON OVERLAPS THE PROPERTY IN THE SOUTH AS SHOWN.
- ▲ OVERHANG OVERLAPS THE PROPERTY IN THE NORTH AS SHOWN.

NOTES

- NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
- THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
- THIS SURVEY HAS BEEN PREPARED FOR TITLE INSURANCE PURPOSES ONLY. THIS SURVEY DOES NOT CONTAIN SUFFICIENT DETAIL FOR DESIGN PURPOSES. THE BOUNDARY DATA AND TITLE MATTERS AS SHOWN HEREON HAVE BEEN DEVELOPED FROM THE REFERENCED TITLE REPORTS.
- UNLESS THIS PLAN HAS THE SEAL AND SIGNATURE OF THE SURVEYOR OR LAND ENGINEER RESPONSIBLE FOR ITS PREPARATION, THIS IS NOT AN AUTHENTIC COPY OF THE ORIGINAL SURVEY AND SHALL NOT BE DEEMED RELIABLE.
- THE UTILITIES SHOWN HEREON ARE BASED ON OBSERVED EVIDENCE ONLY. THE SURVEY WOULD NOT SHOW UTILITIES COVERED BY CARS/TRUCKS OR RECENTLY PAVED ASPHALT/CONCRETE OR OVERGROUND BRUSH, TREES AND SHRUBS.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

NOTES CORRESPONDING TO SCHEDULE B ITEMS

BASED UPON TITLE REPORT NO. 997-2308799-1M6, DATED SEPTEMBER 21, 2016 AND PREPARED BY FIDELITY NATIONAL TITLE COMPANY.

- 1- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
- 2- RECORDS AS SHOWN ON THAT CERTAIN MAP RECORDED NO. BOOK 617 PAGE 42 OF MAPS WHICH ARE NOT THESE TRACT RECORDS AND ARE HEREBY CERTIFICATE FOR PUBLIC USE FOR STREET PURPOSES THAT CERTAIN STRIP OF LAND (HEREINAFTER REFERRED TO AS "LAND") WITHIN SAID SUBDIVISION BELONGS TO OURSELVES FOR THE USE OF OURSELVES AND SUCCESSORS AND SAID STRIP OF LAND IS NOT AN EASEMENT OR OTHER INTEREST IN LAND BUT IS A STRIP OF LAND SET ASIDE FOR THE ERECTION OR CONSTRUCTION OF BUILDINGS HEREON AND EXCEPT FOR ACCESS PURPOSES BELONGS TO THE LAND OF PAGES CONDICITS AND OTHER INTERESTING STRUCTURES THEREIN OVER THAT STRIP OF LAND UNTIL SUCH TIME AS THE LEGISLATURE SHALL ACCEPT THE SAME FOR STREET PURPOSES.
- 3- EASEMENT FOR PUBLIC UTILITIES RECORDED NO. BOOK 6028 PAGE 236 OF DEEDS (BLANKET IN NATURE).
- 4- COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 17, 1933 AS INSTRUMENT NO. 500 IN BOOK 4098 PAGE 311 OF OFFICIAL RECORDS (BLANKET IN NATURE).
- 5- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED AGREEMENT AND GRANT OF EASEMENTS RECORDED JULY 11, 1967, RECORDED NO. 1967-3673 OF OFFICIAL RECORDS (DOES NOT AFFECT THE PROPERTY).
- 6- THE LAND DESCRIBED HEREIN IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT RECORDED DECEMBER 28, 1994 RECORDED NO. 1994-2278777 OF OFFICIAL RECORDS.
- 7- AN INSTRUMENT ENTITLED COVENANT AND AGREEMENT EXECUTED BY SHERMAN WAY COLLECTION ASSOC. IN FAVOR OF CITY OF LOS ANGELES RECORDED JANUARY 13, 2003 RECORDED NO. 2003-106106 OF OFFICIAL RECORDS.
- 8- A DEED OF TRUST.
- 9- A LIEN FOR UNDEVELOPED PROPERTY TAXES.
- 10- A LIEN FOR UNDEVELOPED PROPERTY TAXES.
- 11- A LIEN FOR UNDEVELOPED PROPERTY TAXES.
- 12- MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/NPS LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.
- 13- ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
- 14- ANY RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE OR BE ASSERTED AGAINST THE TITLE UNDER OR PURSUANT TO THE FEASIBLE AGRICULTURAL COMMODITIES ACT OF 1930, AS AMENDED, 7 USC, AREA ET, SEC. 16, THE PACKERS AND STOCKYARD ACT OF 1923, AS AMENDED, 7 USC 181 ET SEQ., OR ANY SIMILAR STATE LAWS.

ZONING RESTRICTIONS

NOTE: INDICATED ZONING INFORMATION ARE FROM THE CITY OF LOS ANGELES ZONING ORDINANCES IN EFFECT AS OF THE DATE OF THIS SURVEY.

ZONING RESTRICTIONS	REQUIREMENTS
ZONE: "C2" (COMMERCIAL ZONE)	
MINIMUM SETBACKS:	FRONT: NOT REQUIRED FOR BUILDINGS ENERGETIC AND USED EXCLUSIVELY FOR COMMERCIAL PURPOSES.
	SIDE AND REAR: NOT REQUIRED FOR BUILDINGS ENERGETIC AND USED EXCLUSIVELY FOR COMMERCIAL PURPOSES.
HEIGHT RESTRICTIONS:	NONE SPECIFIED
ZONE: "P" (AUTOMOBILE PARKING ZONE)	
MINIMUM SETBACKS:	FRONT: NONE SPECIFIED
	SIDE: NONE SPECIFIED
	REAR: NONE SPECIFIED
HEIGHT RESTRICTIONS:	NONE SPECIFIED

SITE INFORMATION

SITE ADDRESS: 18214-18228 SHERMAN WAY
LOS ANGELES, CA 91335
AREA: 1.026 ACRES
44,680 SQ. FT.
TOTAL GROUND FLOOR AREA OF BUILDINGS: 15,914 SQ. FT.
PARKING: 75 REGULAR PARKING STALLS
2 HANDICAP PARKING STALLS
79 TOTAL PARKING STALLS
ASSESSOR'S PARCEL NOS: 2125-036-021, 2125-036-105, 2125-036-096-106

SURVEYOR'S CERTIFICATE

TO: MAGNOLIA PUBLIC SCHOOLS; MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION; A CALIFORNIA NON-PROFIT ORGANIZATION AND FIDELITY NATIONAL TITLE COMPANY.
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 7(a), 7(b), 10(a), 11, 12, 13, 14, 16, 17 AND 19 OF TABLE A HEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 30, 2016.

DATE OF PLAN OR MAP: NOVEMBER 2, 2016.



Armand D. DuPont
Registration No. 7780
in the State of California

LEGEND

APN	ASSESSOR'S PARCEL NUMBER	ASPHALT PAVEMENT
C2	ELECTRIC CABINET	CORNER LINE
EPB	ELECTRIC PULL BOX	CONCRETE PAVEMENT
EV	ELECTRIC MOUNT	ELECTRIC CABINET
FS	FINISH SURFACE	ELECTRIC PULL BOX
NG	NATURAL GRASS	ELECTRIC MOUNT
P-CL	POINT-OF-LINE	FOARD ADJUMENT
IC	TOP OF CURB	GAS METER
TE	TRASH ENCLOSURE	GATE
ROP	TOP OF STRUCTURE	GUARD POST
WB	WATER WALL	HANDICAP
WV	WATER VALVE	LIGHT
	EDGE OF PAVEMENT	POWER POLE W/TRANSFORMER
	WOOD FENCE	PROPERTY LINE
	CHAIN LINK FENCE	STREET LIGHT
	PROPERTY LINE	SON
	INTERIOR LOT LINES	STREET
	RIGHT-OF-WAY	TRAIL
	EASEMENT LINE	PAVING MAT
	RETAINING WALL/BRICK WALL	UTILITY POLE
		WATER METER
		WATER VALVE
		WATER WALL

PREPARED FOR:
Magnolia Public Schools
232 E. FIRST STREET, SUITE 1500
LOS ANGELES, CA 90012
PHONE: (323) 429-129

CALVADA SURVEYING, INC.
411 Jenks Cir., Suite 205, Corona, CA 92690
Phone: 951-260-9960 Fax: 951-260-9746
Toll Free: 800-CALVADA www.calvada.com
JOB NO. 16690

NO.	DATE	REVISIONS	BY	DATE: NOVEMBER 3, 2016_AV/HP SHEET 1 OF 1



**TIME EXTENSION
REQUEST FOR PROPOSALS
ZONING VARIANCE CONSULTING
SERVICES**

**MAGNOLIA SCIENCE ACADEMY 1
RESEDA CAMPUS**

**18238 Sherman Way
Reseda, CA 91335**

Posted

Date Posted: 9/19/2017

Submit Responses To:

Timothy Buresh

tim.buresh@primesourcepm.com

RFP Due Date:

9/29/2017 No Later

Than 5:00 P.M.



Request for Proposals – Zoning Variance Consulting Services
Time Extension - September 19, 2017 - Page 2

TIME EXTENSION

The Request for Proposal due date is now extended to 5:00 PM, Friday September 29, 2017. All other requirements remain unchanged.

Rabuild Commercial Services LLC
449 West Foothill Blvd. Suite 157
Glendora, CA 91741
213 272-4784
vbcommercial@outlook.com

September 28, 2017

Timothy Buresh
Tim.buresh@primesourcepm.com
18238 Sherman Way
Reseda, CA 91335

Re: Engagement Agreement to obtain Discretionary City and County Approvals for Real Estate Entitlements related to the property APN# 2125-036-021 and APN# 2125-036-105, known as,

18216-18220 W. Sherman Way, Los Angeles, CA 91336

Dear Mr.Buresh,

Thank you for your interest in using Rabuild Commercial Services LLC, to serve you.

This letter is to set forth and confirms that [Magnolia Science Academy 1 Reseda Campus](#), have engaged Rabuild Commercial Services LLC to provide consulting services to you for the administration of Governmental Relations, and Entitlement/Land Use process related to the above mentioned property.

This work will be performed at our regular hourly rates, which vary between \$65.00 per hour to \$220.00 per hour, depending upon the individual doing the work and the type of work required, see attached Rate Exhibit for breakdown. Our time is calculated in increments of 15 minutes. All telephone calls have a minimum time allocation of 15 minutes. In addition to the charges for time, you will be billed for all costs as they are incurred, including photocopying, parking, messenger service, postage and similar cost items. These items will be billed at cost. Permits will be billed back to the client at cost. We try to use professionals within the company that can do an assigned part of the project for the most effective overall lowest cost to you. Therefore, usually more than one person is involved in a project such as yours. Time is charged when more than one person may be present at any time, such as in a conference. However, I will have primary responsibility for this matter and the others will, in effect, be assisting me.

Because of the nature of your project, we cannot estimate the total charges for fees. If there is any work done for you, which is not covered by this Fee Agreement and not covered by another Fee Agreement, we will contact you and request permission to continue the necessary work, that work will be billed at our customary hourly rates then in effect plus reimbursable costs.

Improper Performance of Contractors and Suppliers

Rabuild Commercial Services LLC shall not have control or charge, and shall not be responsible for, the design, means, methods, techniques, sequences or procedures of construction, fabrication, shipment, delivery or installation, or for the safety precautions or programs in connection with the work to be performed for any aspect of this Project, or any aspects of work done in association with the Owner's development on the Property, including the acts or omissions of any designers, architects, contractors, subcontractor suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the work in a proper manner. Rabuild Commercial Services LLC, only duties pursuant to this agreement are to facilitate Owner as described.

This fee agreement will not take effect, and Rabuild Commercial Services, LLC will have no obligation to provide consulting services, until this agreement is executed and the initial fee or retainer is paid.

Indemnification

[Magnolia Science Academy 1 Reseda Campus](#), agrees to indemnify and defend against, and to hold Rabuild harmless from, any and all liability, loss or damage that Rabuild Commercial Services LLC may incur as a result of any claims associated with the Project.

We cannot represent the result of our efforts will be successful in whole or in part. While we agree to use our best efforts in your representation, nothing in this Fee Agreement and nothing in our statement(s) to you will be construed as a promise or guarantee about the outcome of your matter, and we make no such promise or guarantees. Our comments about the outcome of your matter are the expression of opinion only.

Primarily, time spent and hourly rates are used in the preparation of the bills. There are times however, when other factors need to be considered, such as the difficulty of the work, the expertise required, the time constraints, etc.

We will render billings to you on a monthly basis. You will have an obligation to pay the bills rendered by this office within thirty (30) days from billing. All fees not paid within thirty (30) days of billing will bear interest at the rate of 10% per annum. In the event of arbitration over a fee dispute, such arbitration shall be heard in Los Angeles, California. In the event any arbitration or court action may be brought under

this Fee Agreement, it is agrees that any such action may be brought in any court in the State of California and any award or judgment shall include attorneys' fees and courts.

If there is any unresolved disagreement over our fees, you will have the option of arbitrating such agreement. The arbitration can be binding or non-binding. We are willing to agree in advance that any such arbitration will be binding on either party.

Any additional services we perform for you and your various entities, unless separately agreed to, will be performed under all the terms and conditions set forth above.

Our agency/consulting client relationship is one of mutual trust and confidence. We do our best to see that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services, or the status of your files, or whenever any new facts or considerations come to your attention, you should contact me or any other consultant or agent with whom you are working. We encourage you to inquire about any matter relating to our fee arrangements or monthly statements that are in any way unclear.

It is important to our agency/consultant relationship that any questions you have about our billings to you be resolved while the matter is fresh on all our minds. Therefore, you agree that you will have thirty (30) days after the delivery of a bill to you to make objections or questions any of the items on the bill. Absent any such objection or question, you will be deemed to have accepted the items on the bill and to have admitted to their accuracy and to your obligation to pay the total shown on such bill.

Please indicate your agreement to the above by signing and returning the attached copy of this letter. We are requesting a retainer, payable now, in the amount of \$3,500.00 to be applied against fees and costs.

Sincerely,

Rabuild Commercial Services LLC

Veronica Bœrra
California State License 00826816

Acknowledged: _____ Dated: _____
Timothy Buresh

Rate Exhibit

Principal	\$220.00 per hour
Assistant Planners	\$200.00 per hour
Expediting Assistants	\$165.00 per hour
Planning Assistants	\$165.00 per hour
Project Managers	\$ 95.00 per hour
Assistants	\$ 65.00 per hour

Scope of Work

A. Zoning, Land Use and Entitlement Analysis

- Review, research and consult on all documents and plans related to the project.
- Consult with all members of the development team as needed.
- Determine use and verify zoning. Meet with City of Los Angeles Planning and Building and Safety, BOE and Land Development Staff for a preliminary review of proposed project.
- Review and summarize key zoning restrictions.

B. Governmental Relations

- Meet with City Officials, Councilmembers and Agencies to determine feasibility of project.
- Meet with community groups, property owners and other parties, including City Agencies to present project and generate support.

C. Entitlements

- Coordinate all documents needed for the submittal of all planning applications, including coordination with all members of the development team.
- File all planning applications, including but not limited to Variances, Conditional Use and or Zone Changes.
- Attend all hearings associated with the various applications.
- Clear all conditions required for final approval of discretionary requests.



Board Informative 1: Zoning and Site Issues at MSA-1 Reseda Campus

Date: October 9, 2017

Please refer to attached aerial view of the campus. The MSA-1 campus consists of four separate parcels: (1) the existing building at 18238 Sherman Way; (2) the adjacent parking lot; (3) the new building site at 18220 Sherman Way; and (4) the adjacent parking lot. Development of the new high school building has revealed a number of zoning and site issues that must be addressed.

The MSA-1 campus has operated under a series of Zoning Variances issued by the City of Los Angeles. Zoning variances are legally binding documents that govern the use of the property as a school. MSA-1 is required to comply with the terms of a zoning variance or is subject to enforcement actions by the City, which can range up to ordering that the property not be used as a school. The main cause of a zoning variance for this site is the use of a portion of the parking lot (which is zone exclusively for parking) as a food service area for the students. Zoning variances are temporary, not permanent solutions.

The most recent zoning variance, ZA 2014-0995(ZV) controls the use of the property housing the existing school including the recently acquired parcels planned for the high school. The zoning variance imposed a long list of operational restrictions and requirements such as requiring signage and locating the food service area away from residential neighbors. MSA-1 has substantially complied with these operational requirements.

However, the zoning variance also imposed several physical development requirements that have not been fulfilled:

- A requirement to re-stripe the parking lot to provide 91 parking slots to serve the school after the school created the food service area.
- A requirement to submit and obtain City approval of a traffic plan for the alley and parking lot and then make improvements defined by that plan.
- A requirement to "repair" the drainage issue at the rear of the site.
- A requirement to submit plans and get City approval to landscape the rear 16 foot wide strip of the property that serves as a drainage swale, and then to landscape and maintain that landscaping.

This has now become an urgent issue because the City of Los Angeles will not approve building permits for the new high school building until these outstanding issues are addressed. It may not be practical or even possible to comply. For example, the current zoning variance did not anticipate the parcel purchase and development of the new high school building and conversion of the existing building to a middle school. Development of the high school has actually reduced parking from 91 slots to less than 50 slots; it would be a waste to build more parking than is necessary for the school. For example, the zoning variance anticipated that there was a drain line that could be restored to fix the drainage problem; no such line exists. Addressing drainage will require an engineered solution that requires City approval.

The current building design also did not address these issues. For example, the site plan has addressed parking for the high school alone and ignored the balance of the site or the impact of the high school on the existing building: by removing the existing gymnasium and converting the existing classroom building to a middle school, parking demand is reduced from 91 to approximately 20 parking slots. The current design has also ignored the landscaping issue and site drainage issue.

It is unlikely that final building permit approvals can be obtained without first securing another zoning variance that addresses both the current buildout of the site and future development such as a multipurpose building. Obtaining zoning variances requires special expertise. Staff recommends using a zoning consultant to provide these services. (Please refer to Board Informative 2 – Zoning Consultant Selection.) Although the zoning variances sought are actually relatively minor, the administrative process of the City of Los Angeles is notoriously slow and fickle. Any undue delay in resolving these issues will extend the completion of the new building even further past the original schedule goal of Fall 2018.

It also makes no sense to proceed with a zoning variance that does not consider a future third building on campus. This building may not be built for some time, but zoning should be cleared for its future development now and so that the rest of the site can be designed now to accommodate that building and avoid tearing out and redoing development at a future date. Also, the only way to remove the primary cause of a perpetual zoning variance is to move food service indoors. Staff is seeking Board discussion and direction on a possible third building in the near future. If directed by the Board, staff will pursue a Conditional Use Permit to formally allow the development of the third building without further zoning issues. (Please refer to Board Informative 4 - Site Master Planning.)

In the meantime, staff will use the current architect to develop a comprehensive site plan that can be used to support the new variance process, revise the parking lot to accommodate entire campus parking needs, and to develop landscape and drainage

plans for the entire site. This will require a change order to the current architect's contract.

Staff will also approach City Planning staff to attempt to find an interim solution that will allow the high school building to proceed.

Action: this Board Informative is intended solely to brief the Board; no action is requested.

Attachments:

- Aerial view of MSA-1
- ZA 2014-995 (Most current zoning variance)
- ZA 2014-995 Site Plan (Showing required striping plan)
- ZA 2008-748
- ZA 2008 – 748 Site Plan
- ZA 2005-3787
- ZA 2005-3787 Site Plan

2017-10-09 MSA-1 Current Site Issues

This area floods - MSA obligated to fix drainage - not done

The "Cage" - Outdoor Dining Area

MSA obligated to strip for 91 slots per approved plan (not done)

MSA parking boundary - not separated from neighbor parking lots

Alley must be kept open

Existing Building 26,251 sf

New High School 25,163 SF

CRA parcel - building demolished, future uncertain.

LINN K. WYATT
CHIEF ZONING ADMINISTRATOR

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
CITY PLANNING**

MICHAEL J. LOGRANDE
DIRECTOR

**OFFICE OF
ZONING ADMINISTRATION**

200 N. SPRING STREET, 7TH FLOOR
LOS ANGELES, CA 90012

(213) 978-1318

FAX: (213) 978-1334

www.planning.lacity.org

ASSOCIATE ZONING ADMINISTRATORS

JACK CHIANG
LOURDES GREEN
THEODORE L. IRVING
CHARLES J. RAUSCH, JR.
JIM TOKUNAGA
FERNANDO TOVAR
DAVID S. WEINTRAUB
MAYA E. ZAITZEVSKY

July 6, 2015

Dr. Mehmet Argin (A)(O)
Magnolia Science Academy
13950 Milton Avenue, Suite 200 B
Westminster, CA 92683

Robert B Lamishaw (R)
JPL Zoning Services
6257 Van Nuys Boulevard
Van Nuys, CA 91401

CASE NO. ZA 2014-0995(ZV)
ZONE VARIANCE
18238 West Sherman Way
Reseda-West Van Nuys Planning Area
Zone : [Q]C2-1L-CDO, [Q]P-1L-CDO
D. M. : 183B125
C. D. : 3
CEQA : ENV 2005-3788-MND-REC2
Legal Description: Lots 1 and 2 Arb 2,
Lot 5 Arb 2, Tract 17598 and Lots 1 and
10, Tract 21799

Pursuant to Charter Section 562 and Los Angeles Municipal Code Section 12.27-B, I hereby APPROVE:

a variance from Section 12.12.1-A of the Code to permit the continued use and maintenance of a portion of a [Q]P1-1L-CDO zoned parking area to be used for student lunch, recreation and drop-off/pick-up area incidental to a LAUSD Charter School,

upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.

4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
5. A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
6. The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action or proceedings against the City or its agents, officers, or employees relating to or to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
7. No parking variance has been requested nor granted for a reduction in the required number of parking (91 spaces) established for the school use and associated gym facility.
8. Use of this school area in the P Zone is prohibited during Saturday or Sunday by the applicant or by any other party. The area shall be fenced and locked when not in use.
9. The enclosed lunch area shall be located closer to the alley than to the abutting residential uses.
10. Morning drop-off activities shall be generally limited to the hours between 7 a.m. and 8:15 a.m. During this period, children may have breakfast in the designated eating area and passive activities shall be encouraged. Lunch, social and playing activities within the parking area shall be generally conducted between 11:30 a.m. and 1:30 p.m. Pick-up activities shall extend from generally 2:15 p.m. to 5 p.m.
11. At all times that children are present in the parking lot area, in addition to school staff, there shall be a security guard present to escort children to the school and back and to insure their safety when crossing the alley.
12. Parking signs shall be posted along the perimeter of the school-required parking area noting that parking is reserved for the school and that there are school children in this area.
13. The applicant shall post signs within the lunch area reminding students and parents to be respectful of noise impacts on neighbor's peace and quiet.
14. Signage shall be conspicuously posted in the student drop-off and pick-up area outdoor notifying students, parents and guardians to be mindful of the peace and

quiet of the adjacent residential neighborhood, with a message to the following effect:

QUIET ZONE

At all times please respect our surrounding neighbors! Refrain from any loud conversation or shouting, playing any loud music, using car horns or any other disruptive behavior.

Vehicles must exit this area immediately in an orderly and quiet manner upon drop-off or pick-up of students.

15. No outdoor public address system shall be installed or maintained on the subject property. No paging system shall be installed which is audible outside the building in which it is located. No amplified music or loud non-amplified music is permitted outside.
16. All student outdoor activities shall take place within the approved fence area.
17. The subject property, including any associated parking facilities, shall be maintained in an attractive condition and shall be kept free of trash and debris.
18. Open areas devoted to trash storage or other storage shall not be located adjacent to a residential use or shall be buffered and/or enclosed by a solid masonry wall so as not to result in noise, odor or debris impacts on any adjacent residential uses.

The School operator shall be responsible for maintaining free of litter, the area and adjacent to the premises over which they have control.

19. The life of this grant shall be 10 years from the approval date, or earlier if the school relocates to another site before such date. At such time, the fencing shall be removed and the parking lot restored to its original use.
20. If at any time should documented evidence be submitted showing continued violation(s) of any Condition(s) of this grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Zoning Administrator will have the right to require the applicant/owner to file immediately for a plan approval application together with the associated fees to hold a public hearing to review compliance with and the efficacy of the Conditions of the grant. The applicant shall prepare a radius map and cause a notification to be mailed to: all owners and occupants of properties within a 500-foot radius of the property; the applicable Council District Office and corresponding representative Neighborhood Council(s); and the corresponding Division of the Los Angeles Police Department. The applicant shall also submit a summary and supporting documentation of how compliance with each Condition of the grant has been attained. Upon this review, the Zoning Administrator may modify, add or delete Conditions, and reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.

21. The school administration shall participate in holding semi-annual meetings, possibly coordinated or facilitated by the local Neighborhood Council, to discuss any major issues of concern to the surrounding neighborhood related to the school's use of the parking lot.
 - a. The school administration shall either provide a minimum 10-day advance written notification of such meetings to residents within 100 feet of the property, or provide an annual calendar of scheduled meeting dates, time and location to the same residents.
 - b. The school administration shall investigate and respond promptly to any complaints, and maintain an annual summary report of the meetings along with a log of any calls and responses in the event that the Office of Zoning Administration, the Department of Building and Safety or other law enforcement agency requests such annual report or log for review.
22. The school is allowed to hold five special events per calendar year. Special events may take place outside on the parking lot, but events shall not include carnival types of activities with mechanical rides. The school administrator shall provide a minimum 2-week advance written notification of any special events to abutting residents.
23. The school administrator shall set up a complaint hot line phone number to address any site maintenance and operational nuisance issues. The number shall be posted at the school entries, and be provided to the immediate neighbors, and local neighborhood council groups.
24. Loitering on or around the premises under the control of the school is prohibited. School administrators shall contact Los Angeles Police Department of any suspicious activities taking place in the parking lot during school operational hours.
25. The school management shall commence the drainage repair work within a year from the approval date of this grant and complete the repair within two years from the approval date. Council Office may be contacted to facilitate communication and coordination with abutting parking lot owners to address the drainage repair.
26. A landscape plan prepared by licensed landscape professional shall be submitted to the Planning Department prior to any permit issuance showing a 16-foot wide landscape buffer at the most southerly portion of the parking lot abutting to the single family properties. Landscape shall have routine maintenance including any brush clearance.
27. No overnight parking or camping allowed in the parking lot except vehicles owned by the school personnel or affiliated with school events.
28. All conditions enumerated in Environmental Clearance Case No. ENV 2005-3788-MND (listed below) shall be considered conditions of this grant.

a. Safety Hazards

The applicant shall submit a parking and driveway plan that incorporates design features that shall reduce accidents, to the Bureau of Engineering and the Department of Transportation for approval.

b. Utilities (Solid Waste)

Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.

30. Prior to the issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.

OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES

All terms and conditions of the approval shall be fulfilled before the use may be established. The instant authorization is further conditional upon the privileges being utilized within three years after the effective date of approval and, if such privileges are not utilized or substantial physical construction work is not begun within said time and carried on diligently to completion, the authorization shall terminate and become void.

TRANSFERABILITY

This authorization runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent upon you to advise them regarding the conditions of this grant.

VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR

Section 12.29 of the Los Angeles Municipal Code provides:

"A variance, conditional use, adjustment, public benefit or other quasi-judicial approval, or any conditional approval granted by the Director, pursuant to the authority of this chapter shall become effective upon utilization of any portion of the privilege, and the owner and applicant shall immediately comply with its conditions. The violation of any valid condition imposed by the Director, Zoning Administrator, Area Planning Commission, City Planning Commission or City Council in connection with the granting of any action taken pursuant to the authority of this chapter, shall constitute a violation of this chapter and shall be subject to the same penalties as any other violation of this Code."

Every violation of this determination is punishable as a misdemeanor and shall be punishable by a fine of not more than \$2,500 or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

APPEAL PERIOD – EFFECTIVE DATE

The applicant's attention is called to the fact that this variance is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or not complied with, then this variance shall be subject to revocation as provided in Section 12.27 of the Municipal Code. The Zoning Administrator's determination in this matter will become effective after JULY 21, 2015, unless an appeal therefrom is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of the Zoning Administrator's action, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. **Forms are available on-line at <http://planning.lacity.org>.** Public offices are located at:

Figueroa Plaza
201 North Figueroa Street,
4th Floor
Los Angeles, CA 90012
(213) 482-7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Boulevard, Room 251
Van Nuys, CA 91401
(818) 374-5050

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

NOTICE

The applicant is further advised that all subsequent contact with this office regarding this determination must be with the Zoning Administrator who acted on the case. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting. You should advise any consultant representing you of this requirement as well.

FINDINGS OF FACT

After thorough consideration of the statements contained in the application, the plans submitted therewith, the statements made at the public hearing on June 12, 2015, all of which are by reference made a part hereof, as well as knowledge of the property and surrounding district, I find that the five requirements and prerequisites for granting a

variance as enumerated in Section 562 of the City Charter and Section 12.27-B,1 of the Municipal Code have been established by the following facts:

BACKGROUND

The property, comprised of three lots and bifurcated by an east-west through alley, is a level, rectangular-shaped, interior, 47,297 square-foot parcel of land with a frontage of 113 feet on the south side of Sherman Way. The property has an even width of 113 feet and an even depth (exclusive of the alley right-of-way) of 426 feet. The alley right-of-way separates the [Q]C2-1L-CDO zoned portion of the property to the north from the [Q]P-1L-CDO zoned portion of the property to the south.

The property is developed with a two-story commercial building fronting on Sherman Way used as a school (Magnolia Science Academy) and an adjoining one-story commercial building used as a gymnasium with a large surface parking lot at the rear. Vehicle ingress and egress is via the alley, which accesses Etiwanda Avenue to the west and Lindley Avenue to the east.

The property is located within the Reseda-West Van Nuys Community Plan Area, the Reseda Central Business District Community Design Overlay Zone, the Reseda Central business District Streetscape Plan, the Reseda Village Merchant Business Improvement District, an Airport Hazard Horizontal Surface Area, and is within 10 kilometers of the nearest known fault (Northridge Fault).

The north, east and west adjoining properties are zoned [Q]C2-1L-CDO and [Q]P-1L-CDO and developed with one- and two-story commercial buildings. The adjoining property to the east is developed with the subject school's gymnasium and a vacant commercial building. The western adjoining property is developed with JAM – the Joining All Movement Center. The north abutting properties, across Sherman Way, consist of a shopping center with a CVS and Jon's Grocery Store. The southern adjoining properties are zoned R1-1 and are developed with single-family dwellings.

Sherman Way is a Scenic Major Highway Class II improved to a width of 100 feet with asphalt roadway, landscaped median, concrete curb, gutter, and sidewalk.

Alley, bisecting the property, is an alleyway improved to a width of 20 feet, with asphalt roadway and concrete centerline gutter.

Previous zoning related actions on the site include:

Case No. ZA 2008-0748(ZV) – On September 10, 2008, the Zoning Administrator approved a variance to permit the continued use and maintenance of a portion of a [Q]P1-1L zoned parking area to be used for student lunch, recreation, and drop-off/pick-up incidental to a LAUSD Charter School. The grant expired July 31, 2012.

Case No. ZA 2005-3787(ZV) – On December 1, 2005, the Zoning Administrator approved a variance to allow the continued use and maintenance of a student drop-off and pick-up, lunch and playground area located in the P-1L Zone in conjunction

with an existing charter school located in the [Q]C2 Zone with 15 conditions and a expiration date of January 1, 2008.

Order to Comply Case No. 181746 – On October 13, 2006, the Department of Building and Safety issued an Order to Comply for the following violations of Zoning Administrator Case No. ZA 2005-3787(ZV): failure to provide the required 91 parking spaces for school use and gym facility; failure to provide a security guard at all times when children are present; failure to provide required signs; failure to post required signs within the play area; failure to submit a parking and driveway plan to the Bureau of Engineering and the Department of Transportation. Case was closed on August 19, 2009 because the school was now operating under a new zone variance and since the orders were for an expired ZV, order was closed.

Ordinance Nos. 176,557 and 176,558 – Effective on May 2, 2005, establishing the Reseda Central Business District Community Design Overlay District, repealing the Reseda Central Business District Specific Plan, and resulting in zone changes imposing the addition of the "CDO" Zone suffix and "Q" conditions. The "Q" conditions regulate auto-related uses, ground-level residential uses, development of store frontages, parking buildings, and signage and prohibit new auto-related uses, open storage, and shelters for the homeless. The conditions also limit commercial development to a maximum height of 45 feet. (CPC 2002-1263-CDO-ZC-MS)

PUBLIC HEARING

On May 19, 2015, notices for public hearing were mailed to owners/occupants within a 500-foot radius of the site. The public notice was posted at the subject site on May 28, 2015. A public hearing was conducted by Associate Zoning Administrator, Jack Chiang, on June 12, 2015 in the Marvin Braude San Fernando Valley Constituent Services Center.

The applicant and the applicant's representative were able to testify that the project is a request for a variance to allow a student lunch, recreation, and drop-off/pick-up area for Magnolia Charter School in a [Q]P1-1L zoned parking area. The applicant's representative, Mr. Robert Lamishaw, stated that the Charter School was established in 2002 and is a highly rated school in the State. The School itself is a by-right use located in the C2 Zone, but the parking area is in an antiquated P (Parking) Zone which City does not employ in current land use and zoning designations. The School has an enrollment of 520 students from sixth to twelfth grade with operating hours from 7:30 a.m. to 3:00 p.m. Monday to Friday. There is no public paging system or loud outdoor music playing during the activity time, and the school is closed during in the weekends. The requested student lunch and recreation area in the parking lot will be used for two 15-minute breaks, one in the morning and one in the afternoon in addition to one hour lunch at noon. After school pick up is between 3:00 p.m. to 6:00 p.m. The applicant is also requesting a longer term grant as the fund to renew subsequent variances can be best applied to books and educational equipment.

There were three interested parties aside from the applicant who attended the public hearing, all of whom spoke.

David Reames, an abutting property owner.

- Not against the School.
- Concerned with the noise, trash, pollution, fire hazard, security at night, and loud speaker of special events.
- A storm drainage problem in the parking lot which damaged his property and landscape. The problem cause a deep pool of water accumulates across several properties in the parking lot after each rain. The water also remains undrained over a long period of time which becomes mosquito breeding pool and may cause serious health issues.

Billie Jean Krumrey, a local resident.

- Concerned about the parking drainage problem.
- Concerned about the safety of students as the parking lot is not best suitable for recreation and lunch use.

Dr. John Foroutan, a local business person.

- There should be a better location for the school to operate.
- Concerned about the increasing gang activities and students' well-being.
- Concerned about the traffic safety during the drop-off and pick-up.

Frank Gonzales, a Magnolia School administrator.

- Mangolia School is in an urban setting for kids who live in the area. It is the best choice for kids and families that do not have many resources.
- The school has on-site adult supervisors at all time during the operational hours.
- The school will coordinate with the Council Office about the drainage repair and its construction.

Andrew Pennington of Council District No. 3 stated that the Council Office acknowledged neighbors' concerns, and requesting mitigations of noise and trash impacts. Some of the issue may be resolved with dialog between the school and abutting neighbors and the Office encourages communication between the two. The Office has met with the Bureau of Engineering to address the drainage issue. However, the parking lot properties are not City owned properties therefore the School will need to privately repair the drainage line.

After the interested parties made their comments, the applicant's representative Mr. Robert Lamishaw responded that Magnolia School management was well aware of the drainage problem, but the school was only a lessee of the parking lot who did not have the ownership over the property to address the issue. The school will now repair the parking lot drainage system as it recently purchased the parking lot property. The school also has a full time custodian who maintains the school site during the operational hours. There are trashes traveled from other properties, but the School will do its best to clean up its own property. The school only held one special event in a year, and the school management will notify abutting owners in advance.

After the closing of the public comment period, the Zoning Administrator stated that he will amend a complaint hot-line condition for the neighbors to call in the event that nuisance occurs, a Plan Approval condition in case there are sufficient nuisance, a drainage repair condition, a landscape condition, a special event condition, and a trash removal condition. The applicant agreed to all amended conditions.

COMMUNICATION RECEIVED

The Zoning Administrator has received a letter from Mr. David Reames, an abutting resident of the school. The letter reiterates what Mr. Reames said in the public hearing in regards to the concerns of noise, trash, pollution, fire hazard, lack of security at night, loud speaker of special events, and storm drain problems. The letter also provides suggestions to mitigate impacts.

MANDATED FINDINGS

In order for a variance to be granted, all five of the legally mandated findings delineated in City Charter Section 562 and Municipal Code Section 12.27 must be made in the affirmative. Following (highlighted) is a delineation of the findings and the application of the relevant facts of the case to same:

1. **The strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the zoning regulations.**

The applicant has requested a variance from LAMC Section 12.12.1-A to permit the continued use and maintenance of a portion of a [Q]P-1L zoned parking area to be used for student lunch, recreation, and drop off/pick up, incidental to an existing LAUSD Charter School (Magnolia Science Academy). The school has operated at the site since 2003. Zoning regulations restrict certain uses in various zones in order to provide compatibility and protect neighboring uses. These regulations are written on a citywide basis and cannot take into account individual unique characteristics which a specific parcel may have. The unique location of a school within a commercial development that was not designed for such use has limited the student population's access to outdoor recreation and lunch time activities. According to the applicant:

Given the availability of a generous sized parking lot, denial of the request would limit the ability of the school to provide a more optimum environment for students that is otherwise restricted by the split zoning pattern and limited on-site space."

Granting of the variance would allow the school to continue the use while maintaining conditions that minimize impacts to the surrounding community, including the condition to locate the facility closer to the alley than abutting residential uses and the requirement to have a security guard present at the site at all times that children are present in the parking area.

In consideration of all of the above, the code's desire to achieve compatibility between uses and to protect neighboring properties, and the applicant's desire to maintain the continued use of the student lunch, recreation, drop-off/pick-up area in the P Zone can be permitted to continue in a manner that is consistent with the purpose and intent of the zoning regulations. The strict application of the provisions of the Zoning Ordinance would result in practical difficulties and unnecessary hardships inconsistent with the general purpose and intent of the zoning regulations.

2. **There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity.**

There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity. The site has converted a commercial building into a charter school. According to the applicant, the requested variance is a result of a building designed for commercial purposes and not for school needs.

Surrounding properties are zoned [Q]C2-1L-CDO, [Q]P-1L-CDO and are developed with various commercial buildings and surface parking. There are single-family and multi-family residential uses to the south abutting the P zoned property. The special circumstance that is applicable to the subject property is that the use has been permitted since 2005. During staff's site visit on June 5, 2015, a condition compliance review revealed substantial compliance with the terms of the 2008 grant. The use of the P Zone for student lunch, recreation, drop-off/pick-up is limited to morning drop off (7 a.m. to 8:15 a.m.), lunch activities (11:30 a.m. to 1:30 p.m.), and pick-up activities (2:15 p.m. to 5 p.m.). The use is not permitted during the weekend. Signage is present to remind students and parents to respect the neighbors. Based on these factors, the request is reasonable as it would allow for the continuation of a use that provides a great utility for the existing LAUSD Charter School.

3. **Such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity but which, because of such special circumstances and practical difficulties or unnecessary hardships, is denied the property in question.**

The proposed variance is to allow the continued operation and use of the outdoor student lunch, recreation, and drop-off/pick-up area in the P Zone is necessary for the preservation and enjoyment of a use that is possessed by other properties throughout the City. The applicant states that the variance is necessary for the following reason as submitted on the application and in the public hearing:

The variance will allow the school to operate with some of the amenities that are afforded and expected in other schools. Magnolia School was established in 2002 and it has been a top quality school. It provides top

quality education to kids resides in lesser affluent communities with few school options. The school is in an urban setting and both the school personnel and students make the best out of what they have.

In considering that Magnolia School has a satisfactory track record of maintaining a lunch area in the subject parking lot for the past ten years from 2005, and the school is a charter school without a facility designed for a school use. This constitutes a continual use in a property with a practical difficulties.

Therefore, for the reasons cited above, the variance is necessary for the preservation and enjoyment of a substantial property right or use generally possess by other property in the same zone and vicinity but which, because of the special circumstances, practical difficulties, and unnecessary hardships, is denied to the property in question.

4. **The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located.**

The applicant is seeking permission to continue an existing use at the same location. No evidence was submitted for the record that the operation of the use at the property has been detrimental to the public welfare. The granting of the variance with conditions allows the school to provide a space for students to be outside during designated hours and with appropriate supervision. As noted by the applicant, the building was not designed for school purposes. As such, there is no ability to provide open space for the students other than in the adjacent surface parking lot. The variance was conditioned to include a 10-year term, in acknowledgement that the use has operated in a compatible manner. A plan approval condition was added in the event there is evidence of continued violation of conditions, then the Office of Zoning Administration can require the applicant to file a plan approval to evaluate the effectiveness of the conditions. Based on the concerns raised in the public hearing, the Zoning Administrator amended several conditions to address water drainage, landscape, trash, special events and operational complaints in order to mitigate potential impacts. As conditioned, the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone and vicinity.

5. **The granting of the variance will not adversely affect any element of the General Plan.**

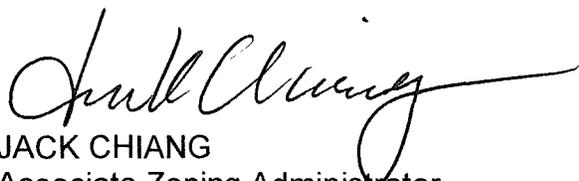
There are eleven elements of the General Plan. Each of these elements establishes policies that provide for the regulatory environment in managing the City and for addressing environmental concerns and problems. The majority of the policies derived from these Elements are in the form of Code requirements of the Los Angeles Municipal Code. Except for the entitlement described herein, the project does not propose to deviate from any of the requirements of the Los Angeles Municipal Code. The Land Use Element of the City's General Plan divides the city into 35 Community Plans. The Reseda-West Van Nuys Community Plan map

designates the property for Community Commercial land uses, with corresponding zones of CR, C2, C4, RAS3, RAS4, P, and PB, and Height District No. 1L. The property is located within the Reseda Central Business District Community Design Overlay and the application is not affected.

The Reseda-West Van Nuys Community Plan encourages uses which provide necessary goods, services, and local job opportunities. The granting of the variance to allow the continued use and maintenance of a student lunch, recreation, and drop-off/pick-up area within the [Q]P-1L Zone is consistent with Policy 4-1.1 of the Reseda-West Van Nuys Community Plan, which states "explore creative alternatives for providing new school sites in the city, where appropriate." The school has repurposed underutilized commercial and parking space. In light of the above, the project substantially conforms to the purpose, intent and provisions of the General Plan and the Reseda-West Van Nuys Community Plan.

ADDITIONAL MANDATORY FINDINGS

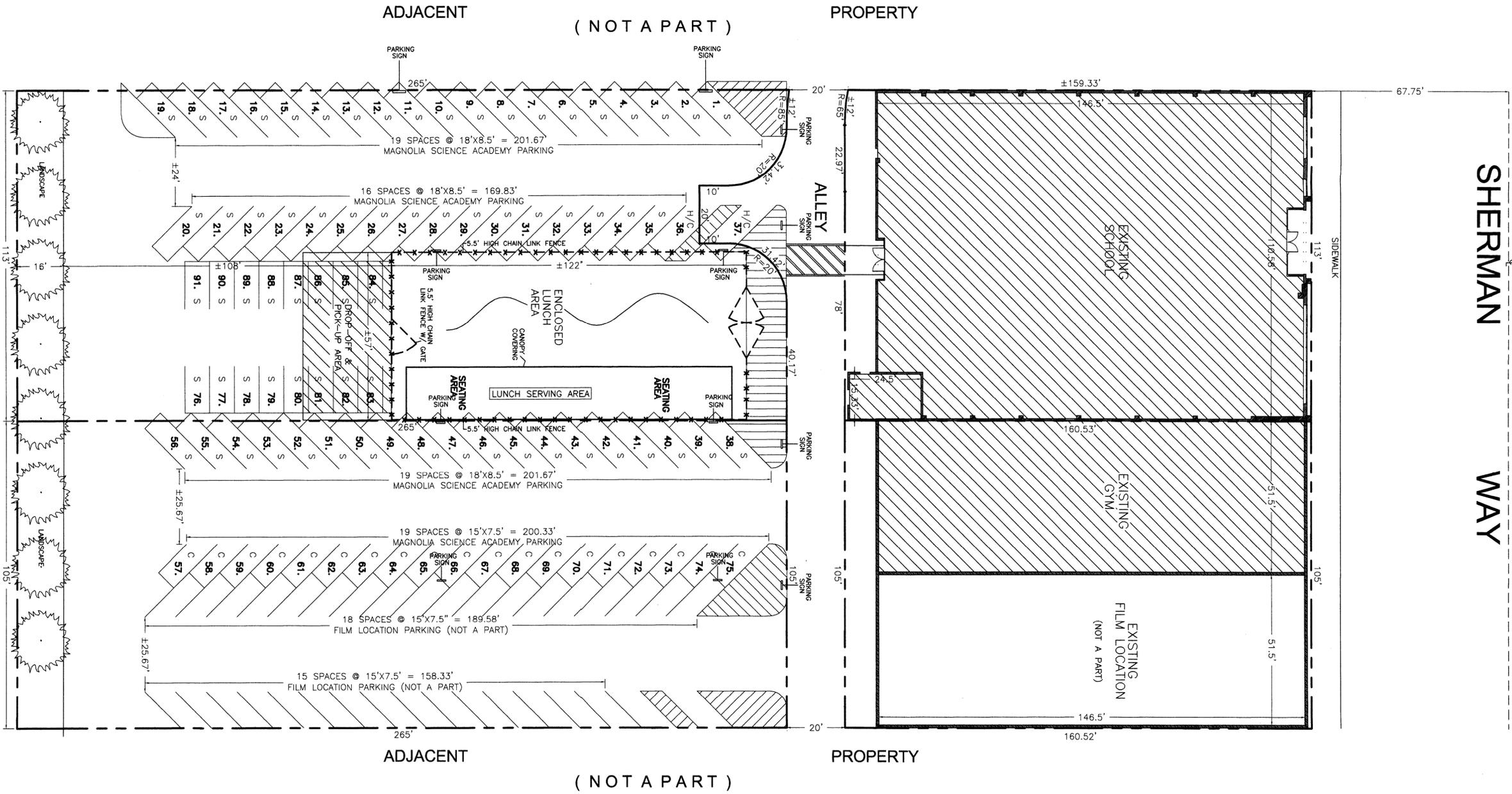
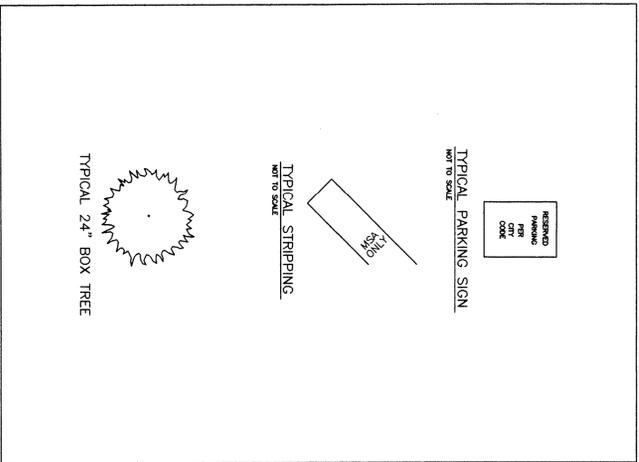
6. The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 172,081, have been reviewed and it has been determined that this project is located in Zone C, areas of minimal flooding.
7. On March 2, 2015, a Reconsideration (ENV 2005-3788-MND-REC2) for the previously issued Mitigated Negative Declaration (ENV 2005-3788-MND) was prepared for the proposed project. On the basis of the whole of the record before the lead agency including any comments received, the lead agency finds that with imposition of the mitigation measures described in the MND (and identified in this determination), there is no substantial evidence that the proposed project will have a significant effect on the environment. I hereby adopt that action. This Mitigated Negative Declaration reflects the lead agency's independent judgment and analysis. The records upon which this decision is based are with the Planning Department in Room 351, 6262 Van Nuys Boulevard.



JACK CHIANG
Associate Zoning Administrator
Direct Telephone No. (213) 978-0195

JC:lmc

cc: Councilmember Bob Blumenfield
Third District
Adjoining Property Owners

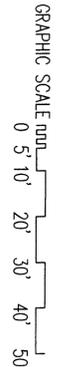


- NOTES**
1. Representative:
Robert B. Lantier
6257 Van Nuys Blvd #101
Van Nuys, CA 91401
Phone (818) 781-0016 Fax (818) 781-0828
E-mail: lantierwa@jplzoning.com
 2. 18228 Sherman Way LLC Etal
Michael Malucco
P O Box 250490
Rancho Mirage, CA 92270
Phone: (818) 781-0018
 - Michael W. Spvak
Hank Dayton
4751 Wilshire Blvd, Ste 203
Los Angeles, CA 90010
Phone: (818) 781-5018
 3. Applicant:
Magnolia Science Academy
Dr. Mehmet Argh
18224-18228 Sherman Way
Rancho Mirage, CA 92270
Phone: (818) 781-0016
 4. Legal Description:
Lots 1, 5, Apts 2, & For Lot 2, Apts 2, Tract 175988,
M.B. 530-5798 & Lots 1, 10, Apts 1 & 2,
Site 175988, M.B. 817-4214
 5. 18224-18228 Sherman Way
Rancho, CA 91335
 6. Zone: [O]C-2-1L-CDO & [Q]P-1L-CDO
 7. Parking Required:
Standard Spacing: 70 spaces
Compact Spacing: 19 spaces
TOTAL SPACES PROVIDED: 89 spaces
TOTAL SPACES REQUIRED: 48 spaces
 8. Parking Provided:
Standard Spacing = 70 spaces
Compact Spacing = 19 spaces
TOTAL SPACES PROVIDED: 89 spaces
Total Site Area = ±46,025 s.f.
Total Floor Area = ±23,900 s.f.
 9. Building = ±50%
Lot Coverage = 47%
 10. Hardscap = ±43%
 11. Request: Renewal of ZA-2005-3787-ZV

EXHIBIT "A"
Page No. ZA-2014-975 (8v)
Case No. ZA-2014-975 (8v)

EXISTING PLOT PLAN

CAD GRAPHICS BY
JPL Zoning Services
6257 Van Nuys Blvd., #101
Van Nuys, CA 91401
(818)781-0016



DATE: 10-30-13
SCALE: 1/20" = 1'

ZA 2014 995

MICHAEL LOGRANDE
CHIEF ZONING ADMINISTRATOR

ASSOCIATE ZONING ADMINISTRATORS

PATRICIA BROWN
R. NICOLAS BROWN
SUE CHANG
ANIK CHARRON
LARRY FRIEDMAN
LOURDES GREEN
ERIC RITTER
MICHAEL S.Y. YOUNG

CITY OF LOS ANGELES
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September 10, 2008

Magnolia Science Academy (A)
18238 West Sherman Way
Reseda, CA 91335

18238 Sherman Way, LLC (O)
2912 Foothill Boulevard
La Crescenta, CA 91225

Robert B. Lamishaw (R)
JPL Zoning Services, Inc.
6263 Van Nuys Boulevard
Van Nuys, CA 91401

CASE NO. ZA 2008-0748(ZV)
ZONE VARIANCE
18238 West Sherman Way
Reseda-West Van Nuys Planning Area
Zone : [Q]C2-1L-CDO, [Q]P-1L-CDO
D. M. : 183B125
C. D. : 3
CEQA : ENV 2005-3788-MND
Legal Description : Lots 1 and 2 (Arb 2),
Lot 5 (Arb 2), Tract 17598 and
Lots 1 and 10, Tract 21799

Pursuant to Charter Section 562 and Los Angeles Municipal Code Section 12.27-B, I hereby APPROVE:

a variance from Section 12.12.1-A of the Code to permit the continued use and maintenance of a portion of a [Q]P1-1L zoned parking area to be used for student lunch, recreation and drop-off/pick-up area incidental to a LAUSD Charter School,

upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective conditions, if, in the Administrator's opinion, such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.

4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
5. A copy of the first page of this grant and all conditions and/or any subsequent appeal of this grant and its resultant conditions and/or letters of clarification shall be printed on the building plans submitted to the Zoning Administrator and the Department of Building and Safety for purposes of having a building permit issued.
6. The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
7. No parking variance has been requested nor granted for a reduction in the required number of parking (91 spaces) established for the school use and associated gym facility.
8. Use of this school area in the P Zone is prohibited during Saturday or Sunday by the applicant or by any other party. The area shall be fenced and locked when not in use.
9. The enclosed lunch area shall be located closer to the alley than to the abutting residential uses.
10. Morning drop-off activities shall be generally limited to the hours between 7 a.m. and 8:15 a.m. During this period, children may have breakfast in the designated eating area and passive activities shall be encouraged. Lunch, social and playing activities within the parking area shall be generally conducted between 11:30 a.m. and 1:30 p.m. Pick-up activities shall extend from generally 2:15 p.m. to 5 p.m.
11. At all times that children are present in the parking lot area, in addition to school staff, there shall be a security guard present to escort children to the school and back and to insure their safety when crossing the alley.
12. Parking signs shall be posted along the perimeter of the school-required parking area noting that parking is reserved for the school and that there are school children in this area.
13. The applicant shall post signs within the lunch area reminding students and parents to be respectful of noise impacts on neighbors' peace and quiet.
14. Signage shall be conspicuously posted in the student drop-off and pick-up area outdoor notifying students, parents and guardians to be mindful of the peace and

quiet of the adjacent residential neighborhood, with a message to the following effect:

QUIET ZONE

At all times please respect our surrounding neighbors! Refrain from any loud conversation or shouting, playing any loud music, using car horns or any other disruptive behavior.

Vehicles must exit this area immediately in an orderly and quiet manner upon drop-off or pick-up of students.

15. No outdoor public address system shall be installed or maintained on the subject property. No paging system shall be installed which is audible outside the building in which it is located.
16. No amplified music or loud non-amplified music is permitted outside.
17. The subject property, including any associated parking facilities, shall be maintained in an attractive condition and shall be kept free of trash and debris.
18. Open areas devoted to trash storage or other storage shall not be located adjacent to a residential use or shall be buffered and/or enclosed by a solid masonry wall so as not to result in noise, odor or debris impacts on any adjacent residential uses.
19. Within 45 days of the effective date of this grant, the applicant shall provide proof that all outstanding violations on the property cited in Order to Comply Nos. A-1296271 and A-1675186 (issued on October 13, 2006 and February 8, 2008, respectively) have been remedied to the satisfaction of the Code Enforcement Bureau of the Department of Building and Safety.
 - a. Failure to remedy those violations in a timely manner, as determined by the Code Enforcement Bureau, shall be deemed as non-compliance with the terms and Conditions of this grant and grounds for nuisance abatement proceedings and possible revocation of this use variance.
 - b. Within 60 days of the effective date of this grant, the Code Enforcement Bureau shall advise the Zoning Administrator in writing of the status of the violations cited in those Orders to Comply.
20. If at any time should documented evidence be submitted showing continued violation(s) of any Condition(s) of this grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Zoning Administrator will have the right to require the applicant/owner to file immediately for a plan approval application together with the associated fees to hold a public hearing to review compliance with and the efficacy of the Conditions of the grant. The applicant shall prepare a radius map and cause a notification to be mailed to: all owners and occupants of properties within a 500-foot radius of the property; the

applicable Council District Office and corresponding representative Neighborhood Council(s); and the corresponding Division of the Los Angeles Police Department. The applicant shall also submit a summary and supporting documentation of how compliance with each Condition of the grant has been attained. Upon this review, the Zoning Administrator may modify, add or delete Conditions, and reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.

21. The life of this grant shall terminate on July 31, 2012 or earlier if the school relocates to another site before such date. At such time, the fencing shall be removed and the parking lot restored to its original use.
22. As volunteered by the applicant, the school administration shall participate in holding quarterly meetings, possibly coordinated or facilitated by the local Neighborhood Council, to discuss any major issues of concern to the surrounding neighborhood related to the school's use of the parking lot.
 - a. The school administration shall either provide a minimum 10-day advance written notification of such meetings to residents within 100 feet of the property, or provide an annual calendar of scheduled meeting dates, time and location to the same residents.
 - b. The school administration shall investigate and respond promptly to any complaints, and maintain an annual summary report of the meetings along with a log of any calls and responses in the event that the Office of Zoning Administration, the Department of Building and Safety or other law enforcement agency requests such annual report or log for review.
23. All conditions enumerated in Environmental Clearance Case No. ENV 2005-3788-MND (listed below) shall be considered conditions of this grant.
 - a. Safety Hazards

The applicant shall submit a parking and driveway plan that incorporates design features that shall reduce accidents, to the Bureau of Engineering and the Department of Transportation for approval.
 - b. Utilities (Solid Waste)

Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.
24. Within 30 days of the effective date of this action, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Zoning Administrator for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and

date shall be provided to the Zoning Administrator for attachment to the subject case file.

OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES - TIME EXTENSION

All terms and conditions of the approval shall be fulfilled before the use may be established. The instant authorization is further conditional upon the privileges being utilized within two years after the effective date of approval and, if such privileges are not utilized or substantial physical construction work is not begun within said time and carried on diligently to completion, the authorization shall terminate and become void. A Zoning Administrator may extend the termination date for one additional period not to exceed one year, if a written request on appropriate forms, accompanied by the applicable fee is filed therefore with a public Office of the Department of City Planning setting forth the reasons for said request and a Zoning Administrator determines that good and reasonable cause exists therefore.

TRANSFERABILITY

This authorization runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent upon you to advise them regarding the conditions of this grant.

VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR

Section 12.29 of the Los Angeles Municipal Code provides:

“A variance, conditional use, adjustment, public benefit or other quasi-judicial approval, or any conditional approval granted by the Director, pursuant to the authority of this chapter shall become effective upon utilization of any portion of the privilege, and the owner and applicant shall immediately comply with its conditions. The violation of any valid condition imposed by the Director, Zoning Administrator, Area Planning Commission, City Planning Commission or City Council in connection with the granting of any action taken pursuant to the authority of this chapter, shall constitute a violation of this chapter and shall be subject to the same penalties as any other violation of this Code.”

Every violation of this determination is punishable as a misdemeanor and shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

APPEAL PERIOD - EFFECTIVE DATE

The applicant's attention is called to the fact that this variance is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or not complied with, then this variance shall be subject to revocation as provided in Section 12.27 of the Municipal Code. The Zoning Administrator's determination in this matter will become effective after

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SEPTEMBER 25, 2008, unless an appeal therefrom is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of the Zoning Administrator's action, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. **Forms are available on-line at www.lacity.org/pln**. Public offices are located at:

Figueroa Plaza
201 North Figueroa Street,
4th Floor
Los Angeles, CA 90012
(213) 482-7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Boulevard, Room 251
Van Nuys, CA 91401
(818) 374-5050

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

NOTICE

The applicant is further advised that all subsequent contact with this office regarding this determination must be with the Zoning Administrator who acted on the case. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting. You should advise any consultant representing you of this requirement as well.

FINDINGS OF FACT

After thorough consideration of the statements contained in the application, the plans submitted therewith, the report of the Zoning Analyst thereon, the statements made at the public hearing on May 9, 2008, all of which are by reference made a part hereof, as well as knowledge of the property and surrounding district, I find that the five requirements and prerequisites for granting a variance as enumerated in Section 562 of the City Charter and Section 12.27-B,1 of the Municipal Code have been established by the following facts:

BACKGROUND

The property, comprised of three lots and bifurcated by an east-west through alley, is a level, rectangular-shaped, interior, 47,297 square-foot parcel of land with a 113-foot frontage on the south side of West Sherman Way. The property has an even width of 113 feet and an even depth (exclusive of the alley right-of-way) of 426 feet. The alley right-of-way separates the [Q]C2-1L-CDO zoned portion of the property on the north and fronting on Sherman Way from the [Q]P-1L-CDO zoned portion of the property on the south. A review of the imposed "Q" conditions reveals that the request is unaffected.

The property is developed with a two-story commercial building fronting on Sherman Way used as a school and an adjoining one-story commercial building used as a gymnasium with a large surface parking lot at the rear. Vehicle ingress and egress is via the alley, which accesses Etiwanda Avenue to the west and Lindley Avenue to the east.

The property is located within the Reseda-West Van Nuys Community Plan Area, the Reseda Central Business District Community Design Overlay Zone, the Reseda-Canoga Park Earthquake Disaster Assistance Project Area of the Community Redevelopment Agency, and the Reseda Village Merchant Business Improvement District.

The north, east and west adjoining and abutting properties are zoned [Q]C2-1L-CDO and [Q]P-1L-CDO and developed with one- and two-story commercial buildings. The adjoining property to the east is developed with the subject school's gymnasium and an Adult Day Health Care facility, and the adjoining property to the west is developed with an automobile parts store. The north abutting properties, across Sherman Way, consist of a shopping center with a CVS and Jon's Grocery Store.

The south abutting properties are zoned R1-1 and developed with single-family dwellings.

Sherman Way, adjoining the property on the north, is an east-west divided Scenic Major Highway, Class II, dedicated a width of 50 feet for the eastbound travel lane and fully improved with curb, gutter and sidewalks.

Alley, bisecting the property, is an east-west alley, dedicated a width of 20 feet, and improved with concrete centerline "V" gutter.

Previous zoning related actions on the site/in the area include:

Subject Property:

Case No. ZA 2005-3787(ZV) – On December 1, 2005, the Zoning Administrator approved a variance to allow the continued use and maintenance of a student drop-off and pick-up, lunch and playground area located in the P-1L Zone in conjunction with an existing charter school located in the [Q]C2 Zone with 15 conditions and an expiration date of January 1, 2008.

Building and Safety Order to Comply No. A-181746 – Issued February 8, 2008, in violation of not complying with conditions from ZA 2005-3787(ZV) for the following reasons:

1. Zone Variance to allow the continued use of a student drop-off and pick-up, lunch and playground area in the P-1L Zone expired on January 1, 2008 (Condition No. 13).
2. Alteration of parking area done without required permits and approvals.

Building and Safety Order to Comply No. A-1296271 – Issued October 13, 2006 in violation of not complying with conditions from ZA 2005-3787(ZV) for the following reasons:

1. Failure to provide the required 91 parking spaces for school use and associated gym (Condition No. 6)
2. Failure to provide a security guard at all times when children are present (Condition No. 10).
3. Failure to provide required parking signs (Condition No. 11).
4. Failure to post required signs within play area (Condition No. 12).
5. Failure to submit a parking and driveway plan to the Bureau of Engineering and DOT for approval (Condition No. 14).

Ordinance No. 176,619 – Effective on June 6, 2005, which repealed Ordinance Nos. 169,649, 171,941 and 172,925.

Ordinance Nos. 176,557 and 176,558 – Effective on May 2, 2005, establishing the Reseda Central Business District Community Design Overlay District, repealing the Reseda Central Business District Specific Plan, and resulting in zone changes imposing the addition of the "CDO" Zone suffix and "Q" conditions. The "Q" conditions regulate auto-related uses, ground-level residential uses, development of store frontages, parking buildings, and signage and prohibit new auto-related uses, open storage, and shelters for the homeless. The conditions also limit commercial development to a maximum height of 45 feet. (CPC 2002-1263-CDO-ZC-MSC)

Certificate of Occupancy – Issued May 7, 2003, for a change of use from retail to public school with 55 required parking spaces and 75 provided (44 standard, 28 compact, 3 disabled) located at 18238 Sherman Way.

Certificate of Occupancy – Issued June 2, 2003, for a change of use from pet store to adult day care on first floor located at 18220 Sherman Way with no change in parking requirement.

Certificate of Occupancy – Issued September 30, 2003, to convert existing retail to gymnasium and accessory offices located at 18224 Sherman Way with total parking for the site of 93 spaces, with 36 required and provided.

[Staff Note: The address information of 18224 Sherman Way appears incorrect for the gym use portion of the site, and appears should be 18220 Sherman Way with the Adult Care use at 18216 Sherman Way.]

Affidavit No. 02-1312336 – On June 7, 2002, a Covenant and Agreement Regarding Maintenance of off-street parking space was filed with the County of Los Angeles, Recorder's Office, providing for the maintenance of 9 parking spaces on the parcel

described as Arb 2, Lot 5, Tract 17598, for the benefit of the property described as Lot 1 and Arb 2, Lot 2, Tract 17598, also known as 18238 Sherman Way.

Ordinance No. 172,925 – Effective on January 1, 2000, amending the Reseda Central Business District Specific Plan, resulting in the creation of a Pedestrian Oriented District. (CPC 86-0788-GPC)

Ordinance No. 171,941 – Effective on April 17, 1989, resulting in an amendment of the Reseda Central Business District Specific Plan to allow shared and off-site parking within 1,500 feet, an exemption from increased parking requirements if a new use does not involve the addition of floor area to an existing building, and the inclusion of a landscaped buffer between parking lots and residential zones. (CPC 96-0131-PA)

Parking Affidavit No. 5611 – On April 8, 1988, Document No. 88-482717, a Covenant and Agreement regarding maintenance of off-street parking space was filed with the County of Los Angeles, Recorder's Office, providing for the maintenance of 9 parking spaces on the parcel described as Arb 2, Lot 5, Tract 17598, for the benefit of the property described as Lot 1 and Arb 2, Lot 2, Tract 17598, also known as 18238 Sherman Way.

Affidavit No. 65515 – On May 13, 1988, Document No. 88-482716, a Covenant and Agreement to Hold Property as One Parcel, was filed with the County of Los Angeles, Recorder's Office, resulting in a lot tie between the parcels described as Lot 1 and Arb 2, Lot 2, Tract 17598.

Ordinance No. 162,925 – Effective on December 16, 1987, resulting in a change of Height District to No. 1L. (CPC 86-0251-GPC)

Surrounding Properties:

Case No. ZA 21688 - On May 22, 1975, the Zoning Administrator approved a Variance to permit the installation and use of two drive-up remote teller units and related equipment, including future sunshade canopy, on the R1P zoned portion of the site in connection with the transaction of business with the existing bank building on the C2 zoned portion of the site, on property located within the C2-R3P and R1P-1 Zones, at 7120-60 Etiwanda Avenue and 18256-60 Sherman Way.

Case No. ZA 15274 - On March 9, 1960, the Zoning Administrator approved a Variance to permit the installation and maintenance of an approximately 4-foot by 12-foot illuminated sign, on property located within the P Zone, at 18135 Sherman Way.

Case No. ZA 13608 - On December 30, 1955, the Zoning Administrator approved a Variance to permit the construction, use and maintenance of a commercial retail building not to exceed 30 feet in depth, on property located within the P Zone, at 18135 Sherman Way.

Case No. ZA 13254 - On December 20, 1954, the Zoning Administrator approved a Variance to permit a proposed retail shopping center building to extend into the P Zone for a varying distance of 42 and 49 feet, and to permit portions of the P Zone to be used for loading and unloading in connection with the development, on property located within the C2 and P Zones, at 18145 Sherman Way.

MANDATED FINDINGS

In order for a variance to be granted, all five of the legally mandated findings delineated in City Charter Section 562 and Municipal Code Section 12.27 must be made in the affirmative. Following (highlighted) is a delineation of the findings and the application of the relevant facts of the case to same:

- 1. The strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the zoning regulations.**

The applicant requests a variance to permit the continued use and maintenance of a portion of a [Q]P1-1L zoned parking area to be used for student lunch, recreation and drop-off/pick-up area incidental to a LAUSD Charter School. An Order to Comply (No. A-1675186) was issued on February 8, 2008, to discontinue the use of the parking area for the school lunch, play area and drop-off/pick-up because the previous variance approval from Case No. ZA 2005-3787(ZV) had expired on January 1, 2008, and also because the alteration of the subject area of the parking lot was constructed without the required permits and approvals. The Building and Safety Department ("LADBS") also issued an Order to Comply (No. A-1296271) on October 13, 2006. (See case history in Background portion of this Letter of Determination.) Several Municipal Code and Condition compliance violations from the previous variance approval remain unresolved in those two Orders.

According to the applicant:

The subject property is a generally flat rectangular lot approximately 425 feet in depth. The front 159 feet adjacent to Sherman Way is developed with a building that is devoted to private school use. Magnolia Science Academy is a charter school serving grades 6 through 12. The school occupies two separate buildings. The first, located at 18238 Sherman Way is a 27,000 square-foot office building devoted to classroom and administrative office use. The second, located at 18224 Sherman Way consists of an 8,755 square-foot retail building used for physical education classes and assemblies. Both buildings have been leased for a period of five years.

[ZA Note: The extended term of the lease commenced on August 1, 2007 and expires on August 31, 2012. Copy attached to the case file.]

The two lots have a total of 121 parking spaces. The school has a maximum staff of 37 and projects that 5 students, 11th and 12th graders, drive to school and require on-site parking. The school expects to have an enrollment of

320 students when full capacity is reached. The school is located in an area of low income families and is located on a major bus route. As a result a sizeable number of students take public transportation or walk to school. Thus, approximately 34 spaces are not needed for parking purposes.

[ZA Note: It should be noted that the school gymnasium is located on a lot at 18220 and 18216 Sherman Way, which is under a different ownership, and the property includes a second commercial lease site currently used as an Adult Day Care Center. The submitted plot plan shows 122 parking spaces of which 91 spaces are for the school use and 31 spaces for the adult day care use per submitted plot plan. The plot plan also includes 16 unnumbered and apparently uncounted parking spaces south of the subject enclosure area.]

The applicant has fenced off approximately one-half of the lot located behind 18238 Sherman Way. This enclosed area is already devoted to an open area with a designated seating area for lunch and is open for playground use. As a result, 80 of the 121 parking spaces plus 2 handicapped spaces are remaining available for parking use on a permanent basis. The playground area is largely open and is available for parking for special events and for any increase in parking demand.

[ZA Note: The lunch enclosure area per the submitted plot plan is shown to cover an approximate 8,094 square-foot area in the parking lot (57 feet x 142 feet). The subject lot where the enclosure is located is 29,185 square feet; therefore the enclosure occupies approximately 28 percent of the lot, not one-half.]

The Municipal Code does not permit P zoned property to be utilized for non-parking uses. It is intended that such P zoned property be available for the required parking dictated by the code in accordance with the various parking requirements for uses permitted in the C2 zone. Schools such as the subject charter school are a permitted use in the C2 zone and are required to provide adequate parking according to the requirements of the Municipal Code. However, in the instant case the strict application of the Municipal Code would disallow the use of the P zoned area for the uses proposed by the school as an adjunct to the other classroom uses of the adjacent C2 zoned property.

It is the intent of the zoning code to ensure that adequate parking is provided for the use of any particular site. A range of parking requirements exists in the code to reflect the differing requirements of uses in all zones. In the instant case, the number of existing parking spaces exceeds the number of parking spaces that will actually be required for the use of the students and administrative staff of the school. Thus the intent of the zoning code will be satisfied. However, the strict application of the zoning code precludes any of the aforementioned activities cited as necessary ancillary uses for the adequate operation of a Charter School of the size and enrollment proposed herein. Granting the requested variance will provide relief from the hardships that would otherwise result from the strict interpretation of the code. At the

same time sufficient parking is remain for the proposed use satisfying the intent of the code with respect to parking requirements.

The charter school occupies a commercial building fronting onto Sherman Way. The building was not designed for school purposes. The school originally occupied one building and has converted a portion of an adjoining building to a gymnasium. Gym classes and other assembly activities are conducted within the gym. However, because of the nature of the space and its conversion from other non-school uses, the applicant indicates that there is no ability for students to enjoy any outdoor space for eating or socializing or general recreational activities. The gym is utilized for all organized physical education classes and practices but lacks any open space.

The applicant proposes the continued use of part of the rear parking lot for student lunch, recreation and drop-off/pick-up area. The extended term of the school's current lease runs until August 31, 2012. The parking area has already been used for the requested purposes. As with the previous variance issued by the Zoning Administrator on December 1, 2005, this request is to allow the use of the parking area for these activities to continue at least for a limited period of time. The school may continue to search for an alternative site. This variance grant has been conditioned to expire on August 31, 2012 in order to coincide with the lease expiration date.

The parking lot is zoned for parking purposes only and thus the use of that portion of the property for student lunch, recreation and drop-off/pick-up area is not permitted by right. The request is not a typical one but is the result of circumstances that limit the potential to carve out any open space out of a building designed for commercial purposes and not for school needs. This variance grant is essentially a renewal of the prior 2005 variance approval, and is for a limited term as the school continues to pursue another location for its permanent use. Thus, given the availability of a generous-sized parking lot, denial of the request would limit the ability of the school to provide a more optimum environment for students that is otherwise restricted by the split zoning pattern and limited on-site space. Such inability to provide for the use of available area for necessary facilities would create an unnecessary hardship which would constitute practical difficulties which are inconsistent with the general purpose and intent of the zoning regulations.

2. **There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity.**

These unique features include the dual zoning pattern, the availability of surplus parking, the location and proximity of the parking area to the school and the limitations of the existing building improvements which make the request as proposed logical as it would allow for the continued functional integration of the use of the parking lot with the existing school.

3. **Such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone**

and vicinity but which, because of such special circumstances and practical difficulties or unnecessary hardships, is denied the property in question.

Recent development has seen more charter schools open in spaces which have typically not been designed for school purposes and thus meeting school's goals and needs has resulted in alternative measures to fulfill those needs. In this case, the variance will allow the school to operate with some of the amenities that are afforded and expected in other schools.

4. **The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located.**

At the public hearing held before the Zoning Administrator on May 9, 2008, the applicant's representative, two school administrators and one teacher, two students and one parent with a son attending the school spoke in support of the request. The representative requested that if any time limit is imposed on the variance extension request, it should run with the lease because of the additional application costs incurred by the school would cause financial hardship if the term grant were to be of shorter duration. The representative indicated the school would agree to participate in quarterly meetings, perhaps facilitated by the Neighborhood Council, and notify residents within 100 feet of the property to discuss issues of concern to the surrounding neighborhood. He also indicated the school would agree to file annual reports to the Zoning Administrator.

Frank Lara, then Senior Inspector with the Nuisance Abatement Revocation Section of the LADBS Code Enforcement Bureau, stated that while he was not opposed to the variance request, there has been a history of inspections conducted at the site since January 2007. Municipal Code violations and violations of the Conditions from the prior variance grant had been cited in two Orders to Comply. Of the seven violations cited in the two Orders (see case history in Background portion above), the applicant had only complied with (i.e., remedied) two violations: providing the required 91 parking spaces and the posting of the required signs within the play area. He recommended there be some requirement for a public agency review to monitor the remaining violations if the requested use is to continue.

A neighboring homeowner on Gault Street testified against the request. The play area is only 40 feet from her bedroom. She stated that the major issue is noise. She said that she is awakened at 7:30 a.m. every school day. She claimed that the children often scream, especially the girls. According to her testimony, residents living in the adjacent assisted living facility have the same complaint. Children remain outside in the lunch area beyond two hours. She works out of home but may be forced to move if the noise continues unabated.

Written comments were received from approximately 16 neighboring residents expressing complaints about noise from children in the parking lot. A petition containing 369 signatures from school staff, students, parents, family, friends and the community was submitted in support of maintaining the outside fenced area "so that

our students have a place to eat and are able to get a breath of fresh air out in the open, without having to stay inside the school building all day.”

As with the previous 2005 variance case, legitimate concerns were expressed in public hearing testimony and in written comments for which conditions have been re-imposed and new conditions added related to operation of the playground area. As previously, general hours of use of the parking lot are established, and no use of the fenced parking lot area during the weekend is permitted by the school or any other entity. Additional signage is required in the drop-off and pick-up area, which is located approximately 70 feet from the adjacent R1-1 zoned properties to the south, to notify students, parents and guardians to be mindful of the peace and quiet of the adjacent residential neighborhood (Condition No. 14). New conditions have been added prohibiting amplified sound outdoors, requiring proper maintenance of the parking lot and proper locating/screening of trash storage areas away from adjacent residential uses to avoid noise, odor and debris impacts.

This variance approval imposes a new requirement that all outstanding violations on the property cited in Order to Comply Nos. A-1296271 and A-1675186 (issued on October 13, 2006 and February 8, 2008, respectively) be proven to have been remedied, to the satisfaction of the LADBS Code Enforcement Bureau, within 45 days of the effective date of this grant. (The conditions from the 2005 variance approval have been carried over as conditions of this grant.) Failure to remedy those violations in a timely manner will be deemed as non-compliance with the terms and conditions of this grant and grounds for nuisance abatement proceedings and possible revocation of this use variance.

This variance approval is for a limited period of time to coincide with the expiration of the extended term of the current lease. Thus, after August 31, 2012, the variance approval will have expired. Should the school not move from the location at the end of its lease, it will need to apply for a new variance in order to continue the use of the parking lot. If the record of performance or compliance with conditions has been poor, then such would contribute to a determination regarding whether any future variance should be approved or not.

The use of the parking lot for the requested purposes is for limited hours of the day as further detailed by school administration. Observance with established conditions and careful monitoring by school staff of ongoing implementation of these conditions should lead to a more responsive operation. Therefore, as proposed and conditioned, the request is anticipated to not be materially detrimental to the surrounding area and welfare.

5. The granting of the variance will not adversely affect any element of the General Plan.

The Reseda-West Van Nuys Community Plan, a part of the Land Use Element of the General Plan, designates the property for Community Commercial land uses with corresponding zones of CR, C2, C4, RAS3, RAS4, P, and PB and Height District No. 1L, with a maximum of six stories. The property is zoned [Q]C2-1L-CDO (north of

alley) and [Q]P-1L-CDO (south of alley), consistent with the with the Plan land use designation and corresponding zone categories.

The request does not adversely affect any element of the Plan as it still provides for adequate parking and facilitates operation and retention of new schools catering to the local area.

ADDITIONAL MANDATORY FINDINGS

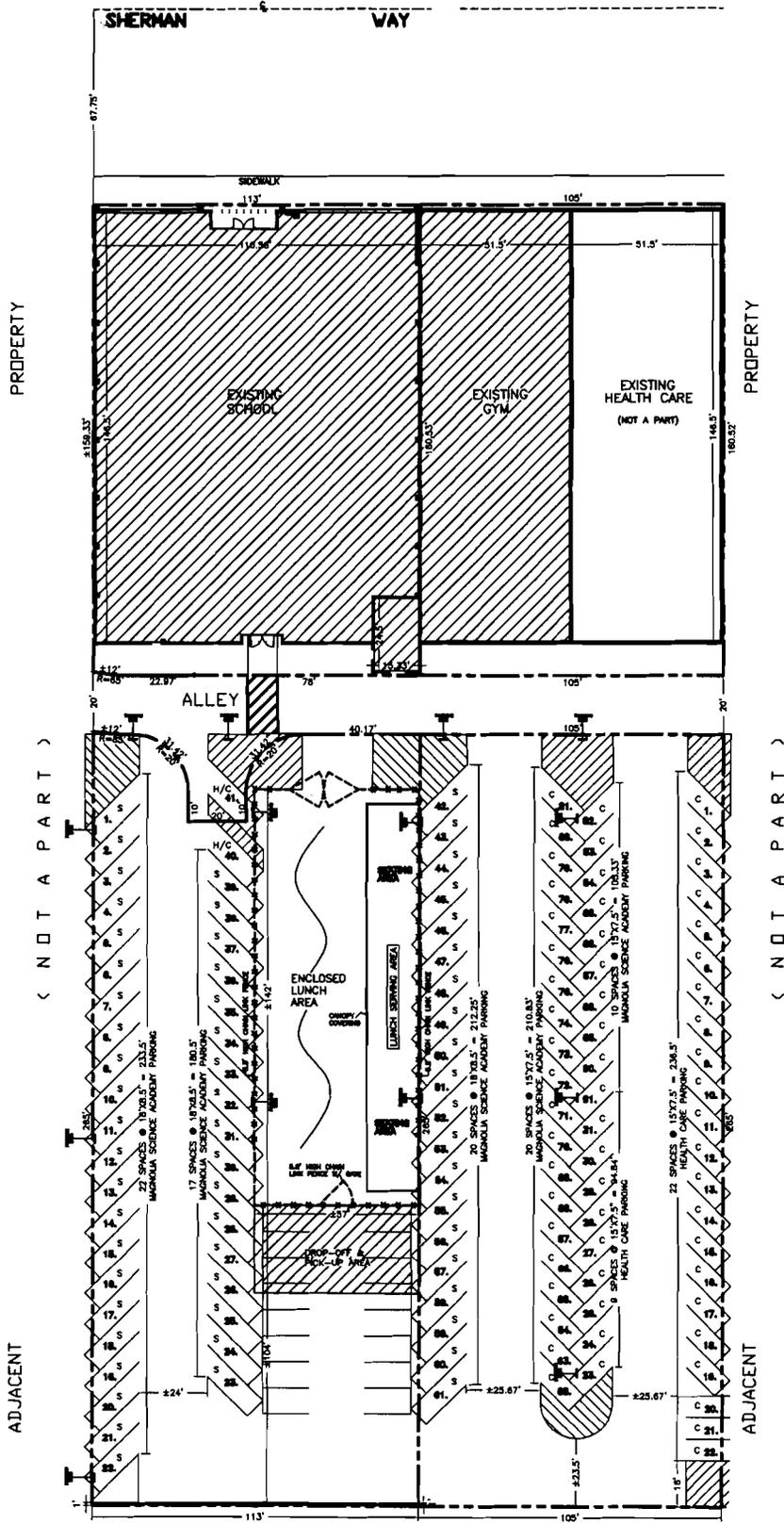
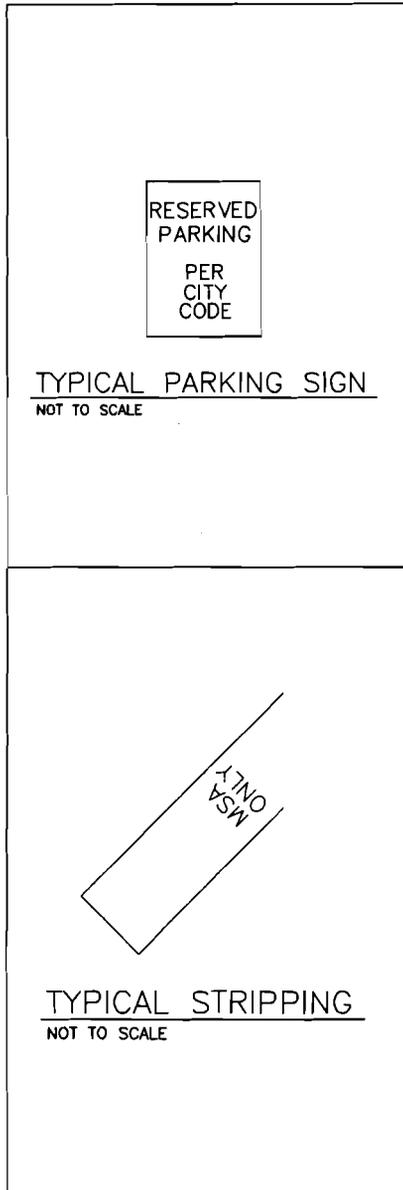
6. The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 172,081, have been reviewed and it has been determined that this project is located in Zone C, areas of minimal flooding.
7. On September 14, 2005, a Mitigated Negative Declaration (ENV 2005-3788-MND) was prepared for the proposed project. On the basis of the whole of the record before the lead agency including any comments received, the lead agency finds that with imposition of the mitigation measures described in the MND (and identified in this determination), there is no substantial evidence that the proposed project will have a significant effect on the environment. I hereby adopt that action. This Mitigated Negative Declaration reflects the lead agency's independent judgment and analysis. The records upon which this decision is based are with the Environmental Review Section of the Planning Department in Room 750, 200 North Spring Street.



LARRY FRIEDMAN
Associate Zoning Administrator
Direct Telephone No. (213) 978-1225

LF:lmc

cc: Councilmember Dennis P. Zine
Third District
Adjoining Property Owners
County Assessor



- NOTES**
1. Representative:
Robert B. Lamishaw
JPL Zoning Services, Inc.
6263 Van Nuys Blvd.
Van Nuys, CA 91401
Phone (818) 781-0016 Fax (818) 781-0929
E-mail: lamishaw@jplzoning.com
 2. Applicant:
Magnolia Science Academy
18238 Sherman Way
Reseda, CA 91335
 3. Legal Description:
Lots 1, 5 & Por Lot 2, Arb 2, Tract 17598, T.B. 530-J5,
Map Ref. M B 530-37/38
 4. Situs Address:
18238-18224 Sherman Way
Reseda, CA 91335
 5. Zone: C2-1L & P-1L
 6. Parking Required:
Existing School & Gym: ± 23,900 s.f. (1/500s.f.)= 47.8
TOTAL SPACES REQUIRED: 47 spaces
 7. Parking Provided:
Standard Spaces = 59 spaces
Compact Spaces = 30
H/C Spaces = 2 spaces
TOTAL SPACES PROVIDED: 91 spaces
 8. Total Site Area = ± 48,025 s.f.
 9. Total Floor Area = ± 23,900 s.f.
 10. Lot Coverage:
Building = ± 50%
Landscape = 0%
Hardscape = ± 50%
 11. Request: Renewal of ZV ZA 2005-3787

Exhibit "A" **ZA 2008 748 (ZV)**

EXISTING PLOT PLAN

CAD GRAPHICS BY

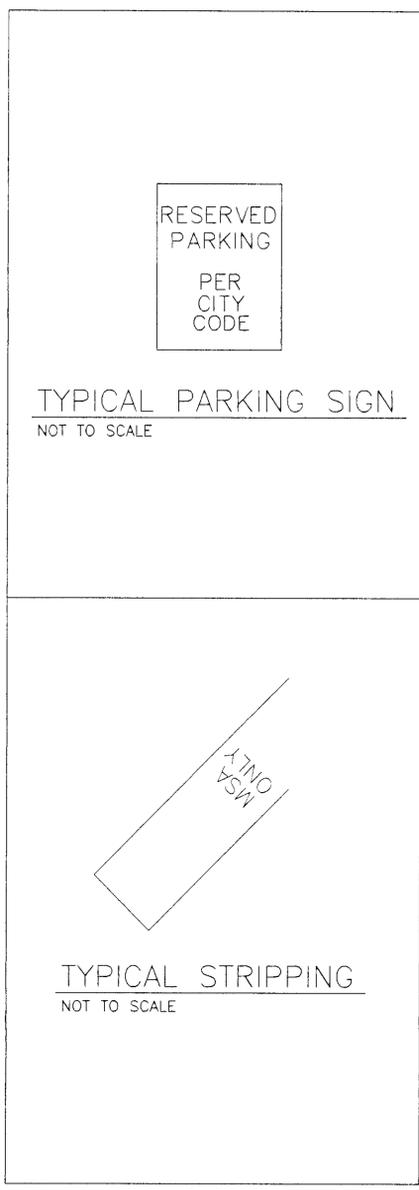
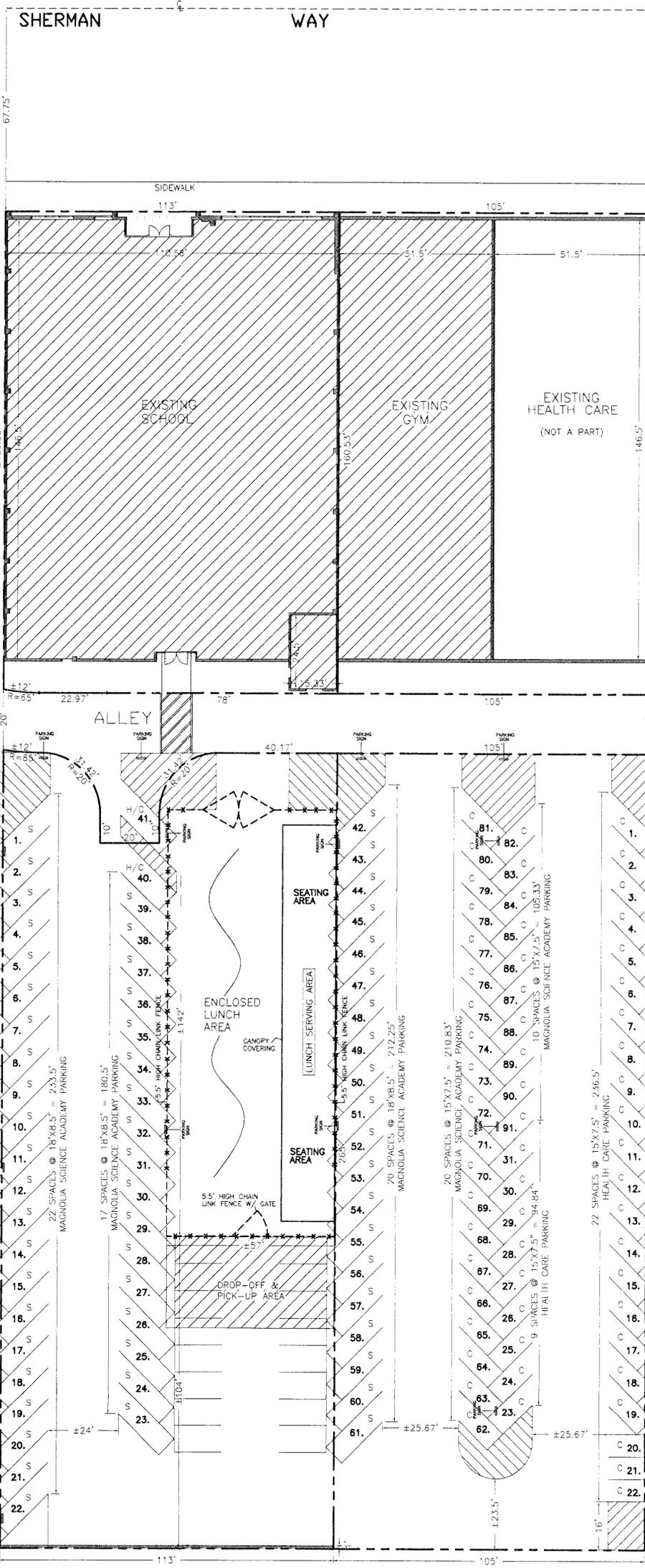
JPL Zoning Services
6263 Van Nuys Blvd.
Van Nuys, CA 91401
(818)781-0016

Powered by BoardOnTrack

NORTH

DATE: 02-11-08
SCALE: 1/40" = 1'

JPL-6041PP



- NOTES
1. Representative: Robert B. Lamshaw, JPL Zoning Services, Inc., 6263 Van Nuys Blvd, Van Nuys, CA 91401, Phone: (818) 781-0016, Fax: (818) 781-0929, E-mail: lamshaw@jplzoning.com
 2. Applicant: Magnolia Science Academy, 18238 Sherman Way, Reseda, CA 91335
 3. Legal Description: Lots 1, 5 & Por Lot 2, Arb 2, Tract 17598, T.B. 530-J, Map Ref. M 8 530-37798
 4. Situs Address: 18238-18224 Sherman Way, Reseda, CA 91335
 5. Zone: C2-1L & P-1L
 6. Parking Required: Existing School & Gym: ± 23,900 s.f. (1/500s f/r) 47.8; TOTAL SPACES REQUIRED: 47 spaces
 7. Parking Provided: Standard Spaces = 59 spaces; Compact Spaces = 30; H/C Spaces = 2 spaces; TOTAL SPACES PROVIDED: 91 spaces
 8. Total Site Area = ± 48,025 s.f.
 9. Total Floor Area = ± 23,900 s.f.
 10. Lot Coverage: Building = ± 50%; Landscape = 0%; Hardscape = ± 50%
 11. Request: Renewal of ZV ZA 2005-3787

ADJACENT (NOT A PART) PROPERTY (NOT A PART)

EXHIBIT "A"
Page No. 1 of 1
Case No. ZA 2008-0748 (ZY)



EXISTING PLOT PLAN

CAD GRAPHICS BY

JPL Zoning Services
6263 Van Nuys Blvd.
Van Nuys, CA 91401
(818)781-0016

NORTH

DATE: 02-11-08
SCALE: 1/20" = 1'

JPL-6041PP

ZA 2008 748

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO VILLARAIGOSA

MAYOR

DEPARTMENT OF
CITY PLANNING
MARK WINOGROND
INTERIM DIRECTOR

**OFFICE OF
ZONING ADMINISTRATION**

200 N. SPRING STREET, 7TH FLOOR
LOS ANGELES, CA 90012
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FAX: (213) 978-1334
www.lacity.org/PLN

DANIEL GREEN
ACTING CHIEF ZONING ADMINISTRATOR

ASSOCIATE ZONING ADMINISTRATORS

GARY BOOHER
PATRICIA BROWN
R. NICOLAS BROWN
ANIK CHARRON
EMILY J. GABEL-LUDDY
LOURDES GREEN
LINN WYATT

December 1, 2005

Magnolia Science Academy (A)
18238 West Sherman Way
Reseda, CA 91335

18238 Sherman Way, LLC (O)
662 West Broadway Avenue
Glendale, CA 91204

Robert B. Lamishaw (R)
JPL Zoning Services, Inc.
6263 Van Nuys Boulevard
Van Nuys, CA 91401

CASE NO. ZA 2005-3787(ZV)
ZONE VARIANCE
18238 West Sherman Way
Reseda-West Van Nuys Planning Area
Zone : [Q]C2-1L-CDO, [Q]P-1L-CDO
D. M. : 183B125
C. D. : 3
CEQA : ENV 2005-3788-MND
Fish and Game : Exempt
Legal Description : Lot 1; portion of Lot 2;
Arb 2, Lot 5; Tract 17598

Department of Building and Safety

Pursuant to Charter Section 562 and Los Angeles Municipal Code Section 12.27-B, I hereby APPROVE:

a variance from Section 12.12.1-A to permit the continued use and maintenance of a student drop-off and pick-up, lunch and playground area located in the P-1L Zone in conjunction with an existing charter school located in the [Q]C2 Zone,

upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective conditions, if, in the Administrator's opinion, such

conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.

4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
5. A copy of the first page of this grant and all conditions and/or any subsequent appeal of this grant and its resultant conditions and/or letters of clarification shall be printed on the building plans submitted to the Zoning Administrator and the Department of Building and Safety for purposes of having a building permit issued.
6. No parking variance has been requested nor granted for a reduction in the required number of parking (91 spaces) established for the school use and associated gym facility.
7. Use of this school area in the P Zone is prohibited during Saturday or Sunday by the applicant or by any other party. The area shall be fenced and locked when not in use.
8. The seating/eating area shall be located closer to the alley than to the abutting residential uses.
9. Morning drop-off activities shall be generally limited to the hours between 7 a.m. and 8:15 a.m. During this period, children may have breakfast in the designated eating area and passive activities shall be encouraged. Lunch, social and playing activities within the parking area shall be generally conducted between 11:30 a.m. and 1:30 p.m. Pick-up activities shall extend from generally 2:15 p.m. to 5 p.m.
10. At all times that children are present in the parking lot area, in addition to school staff, there shall be a security guard present to escort children to the school and back and to insure their safety when crossing the alley.
11. Parking signs shall be posted along the perimeter of the school-required parking noting that parking is reserved for the school and that there are school children in this area.
12. The applicant shall post signs within the play area reminding students and parents to be respectful of noise impacts on neighbors' peace and quiet.
13. The life of this grant shall terminate on January 1, 2008 or earlier if the school relocates to another site before such date. At such time, the fencing shall be removed and the parking lot restored to its original use.
14. Environmental Conditions

- a. Safety Hazards

The applicant shall submit a parking and driveway plan, that incorporates design features that shall reduce accidents, to the Bureau of Engineering and the Department of Transportation for approval.

b. Utilities (Solid Waste)

Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.

15. Within 30 days of the effective date of this action, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Zoning Administrator for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.

OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES - TIME EXTENSION

All terms and conditions of the approval shall be fulfilled before the use may be established. The instant authorization is further conditional upon the privileges being utilized within two years after the effective date of approval and, if such privileges are not utilized or substantial physical construction work is not begun within said time and carried on diligently to completion, the authorization shall terminate and become void. A Zoning Administrator may extend the termination date for one additional period not to exceed one year, if a written request on appropriate forms, accompanied by the applicable fee is filed therefore with a public Office of the Department of City Planning setting forth the reasons for said request and a Zoning Administrator determines that good and reasonable cause exists therefore.

TRANSFERABILITY

This authorization runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent upon you to advise them regarding the conditions of this grant.

VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR

Section 12.29 of the Los Angeles Municipal Code provides:

"A variance, conditional use, adjustment, public benefit or other quasi-judicial approval, or any conditional approval granted by the Director, pursuant to the authority of this chapter shall become effective upon utilization of any portion of the privilege, and the owner and applicant shall immediately comply with its conditions. The violation of any valid condition imposed by the Director, Zoning Administrator, Area Planning Commission, City Planning Commission or City Council in connection with the granting of any action taken pursuant to the authority of this chapter, shall constitute a violation of this chapter and shall be subject to the same penalties as any other violation of this Code."

Every violation of this determination is punishable as a misdemeanor and shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

APPEAL PERIOD - EFFECTIVE DATE

The applicant's attention is called to the fact that this variance is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or not complied with, then this variance shall be subject to revocation as provided in Section 12.27 of the Municipal Code. The Zoning Administrator's determination in this matter will become effective after DECEMBER 16, 2005, unless an appeal therefrom is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of the Zoning Administrator's action, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. **Forms are available on-line at www.lacity.org/pln**. Public offices are located at:

Figueroa Plaza
201 North Figueroa Street,
4th Floor
Los Angeles, CA 90012
(213) 482-7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Boulevard, Room 251
Van Nuys, CA 91401
(818) 374-5050

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedure Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.

NOTICE

The applicant is further advised that all subsequent contact with this office regarding this determination must be with the Zoning Administrator who acted on the case. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting. You should advise any consultant representing you of this requirement as well.

FINDINGS OF FACT

After thorough consideration of the statements contained in the application, the plans submitted therewith, the report of the Zoning Analyst thereon, the statements made at the public hearing on October 21, 2005, all of which are by reference made a part hereof, as well as knowledge of the property and surrounding district, I find that the five requirements

and prerequisites for granting a variance as enumerated in Section 562 of the City Charter and Section 12.27-B,1 of the Municipal Code have been established by the following facts:

BACKGROUND

The property, comprised of three lots and bifurcated by an east-west through alley, is a level, rectangular-shaped, interior, 47,297 square-foot parcel of land with a 113-foot frontage on the south side of West Sherman Way. The property has an even width of 113 feet and an even depth (exclusive of the alley right-of-way) of 426 feet. The alley right-of-way separates the [Q]C2-1L-CDO zoned portion of the property on the north and fronting on Sherman Way from the [Q]P-1L-CDO zoned portion of the property on the south. A review of the imposed "Q" conditions reveal that the request is unaffected. The property is located within the Reseda-West Van Nuys Community Plan area, the Reseda Central Business District Community Design Overlay Zone, the Reseda/Canoga Park Earthquake Disaster Assistance Project Area of the Community Redevelopment Agency, and the Reseda Business Improvement District.

The property is developed with a two-story commercial building fronting on Sherman Way and surface parking lot at the rear. Vehicle ingress and egress is via the alley, which accesses Etiwanda Avenue to the west and Lindley Avenue to the east.

The north, east and west adjoining and abutting properties are zoned [Q]C2-1L-CDO and [Q]P-1L-CDO and developed with one- and two-story commercial buildings. The abutting property to the east is developed with the subject school's gymnasium and an Adult Day Health Care facility, and the abutting property to the west is developed with an automobile parts store.

The south abutting properties are zoned R1-1 and developed with single-family dwellings.

Sherman Way, adjoining the property on the north, is an east-west divided Scenic Major Highway, Class II, dedicated a width of 50 feet for the eastbound travel lane and fully improved with curb, gutter and sidewalks.

Alley, bisecting the property, is an east-west alley, dedicated a width of 20 feet, and improved with concrete centerline "V" gutter.

Previous zoning related actions on the site/in the area include:

Subject Property:

Order to Comply No. 928710 - Effective on May 5, 2005, with compliance due by May 15, 2005, for the unapproved use of the parking lot area for a student drop-off zone and as a lunch area. On July 11, 2005, the violation was found to be corrected and the citation has been closed.

Order to Comply No. 267587 - Effective on March 24, 2004, with compliance due on April 8, 2004, for the unapproved use of the parking lot area for a student drop-off zone and as a lunch area. The citation has been closed. (Case No. 96685)

Ordinance Nos. 176,557 and 176,558 - Effective on May 2, 2005, establishing the Reseda Central Business District Community Design Overlay District, repealing the Reseda Central Business District Specific Plan, and resulting in zone changes imposing the addition of the "CDO" zone suffix and "Q" conditions. The "Q" conditions regulate auto-related uses, ground-level residential uses, development of store frontages, parking buildings, and signage. and prohibit new auto-related uses, open storage, and shelters for the homeless. The conditions also limit commercial development to a maximum height of 45 feet. (CPC 2002-1263-CDO-ZC-MS)

Ordinance No. 172,925 - Effective on January 1, 2000, amending the Reseda Central Business District Specific Plan, resulting in the creation of a Pedestrian Oriented District. (CPC 86-0788-GPC)

Ordinance No. 171,941 - Effective on April 17, 1989, resulting in an amendment of the Reseda Central Business District Specific Plan to permit shared and off-site parking within 1,500 feet, an exemption from increased parking requirements if a new use does not involve the addition of floor area to an existing building, and the inclusion of a landscaped buffer between parking lots and residential zones. (CPC 96-0131-PA)

Ordinance No. 162,925 - Effective on December 16, 1987, resulting in a change of Height District to No. 1-L. (CPC 86-0251-GPC)

Ordinance No. 104,209 - Published on October 21, 1954, resulting in a change of zone to C2 and P.

Case No. CPC 5017 - This case is unrelated to the subject property.

Affidavit No. 02-1312336 - On June 7, 2002, a Covenant and Agreement Regarding Maintenance of off-street parking space was filed with the County of Los Angeles, Recorder's Office, providing for the maintenance of 9 parking spaces on the parcel described as Arb 2, Lot 5, Tract 17598, for the benefit of the property described as Lot 1 and Arb 2, Lot 2, Tract 17598, also known as 18238 Sherman Way.

Case No. ZA 88-0350(CUB) - On December 20, 1988, the Board of Zoning Appeals denied an appeal (BZA 3886), sustaining the action of the Zoning Administrator, and resulting in the denial of a request for the sale of beer and wine for off-site consumption in conjunction with a proposed 7,800 square-foot discount retail store having hours of operation from 9 a.m. to 9 p.m. daily, in the C2-1L and P-1L Zones.

Affidavit No. 65515 - On May 13, 1988, Document No. 88-482716, a Covenant and Agreement to Hold Property as One Parcel, was filed with the County of Los Angeles, Recorder's Office, resulting in a lot tie between the parcels described as Lot 1 and Arb 2, Lot 2, Tract 17598.

Parking Affidavit No. 5611 - On April 8, 1988, Document No. 88-482717, a Covenant and Agreement regarding maintenance of off-street parking space was filed with the County of Los Angeles, Recorder's Office, providing for the maintenance of 9 parking spaces on the parcel described as Arb 2, Lot 5, Tract 17598, for the benefit of the

property described as Lot 1 and Arb 2, Lot 2, Tract 17598, also known as 18238 Sherman Way.

Parking Affidavit No. 772 - No information regarding this affidavit could be found.

Surrounding Properties:

Case No. ZA 21688 - On May 22, 1975, the Zoning Administrator approved a Variance to permit the installation and use of two drive-up remote teller units and related equipment, including future sunshade canopy, on the R1P zoned portion of the site in connection with the transaction of business with the existing bank building on the C2 zoned portion of the site, on property located within the C2-R3P and R1P-1 Zones, at 7120-60 Etiwanda Avenue and 18256-60 Sherman Way.

Case No. ZA 15274 - On March 9, 1960, the Zoning Administrator approved a Variance to permit the installation and maintenance of an approximately 4-foot by 12-foot illuminated sign, on property located within the P Zone, at 18135 Sherman Way.

Case No. ZA 13608 - On December 30, 1955, the Zoning Administrator approved a Variance to permit the construction, use and maintenance of a commercial retail building not to exceed 30 feet in depth, on property located within the P Zone, at 18135 Sherman Way.

Case No. ZA 13254 - On December 20, 1954, the Zoning Administrator approved a Variance to permit a proposed retail shopping center building to extend into the P Zone for a varying distance of 42 and 49 feet, and to permit portions of the P Zone to be used for loading and unloading in connection with the development, on property located within the C2 and P Zones, at 18145 Sherman Way.

MANDATED FINDINGS

In order for a variance to be granted, all five of the legally mandated findings delineated in City Charter Section 562 and Municipal Code Section 12.27 must be made in the affirmative. Following (highlighted) is a delineation of the findings and the application of the relevant facts of the case to same:

1. **The strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the zoning regulations.**

The applicant is a charter school serving Grades 6 through 12 that occupies a commercial building fronting onto Sherman Way. The building has not been designed for school purposes. The school originally occupied one building and has converted most recently a portion of an adjoining building to a gymnasium. Gym classes and other assembly activities are conducted within the gym. However, because of the nature of the space and its conversion from other non school uses, the applicant indicates that there is no ability for students to enjoy any outdoor space for eating or socializing or general recreational activities. The gym is utilized for all organized physical education classes and practices but lacks any open space.

The applicant has proposed the use of part of the rear parking lot as a means to serve eating/playground needs. The school has a lease for five years and is in the process of finding an alternative site. The parking area has already been used for the requested purposes. The request is to allow the use of the parking area for eating and playground activities to continue for a limited period of time. In fact, this case has as a condition a specific date on which this approval will expire.

The parking lot is zoned for parking purposes only and thus the use of it for a school eating/playground area is not permitted by right. The request is not a typical one but is the result of circumstances that limit the potential to carve out any open space out of a building designed for commercial purposes and not for school needs. The request is for a limited term as the school pursues another location for its use. Thus, given the availability of a generous-sized parking lot, denial of the request would limit the ability of the school to provide a more optimum environment for students that is otherwise restricted by the split zoning pattern and limited on-site space. Such inability to provide for the use of available area for necessary facilities would create an unnecessary hardship which would constitute practical difficulties which are inconsistent with the general purpose and intent of the zoning regulations.

2. **There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity.**

These unique features include the dual zoning pattern, the availability of surplus parking, the location and proximity of the parking area to the school and the limitations of the existing building improvements which make the request as proposed logical as it would allow for the continued functional integration of the use of the parking lot with the existing school.

3. **Such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity but which, because of such special circumstances and practical difficulties or unnecessary hardships, is denied the property in question.**

Recent development has seen more charter school open in spaces which have typically not been designed for school purposes and thus meeting school's goals and needs has resulted in alternative measures to fulfill those needs. In this case, the variance will allow the school to operate with some of the amenities that are afforded and expected in other schools.

4. **The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located.**

This grant contains a number of conditions designed to mitigate any potential detrimental effects associated with the request. At the hearing, a number of speakers affiliated with the school testified in support of the request noting the value of the needed lunch area and playground area to the operation of the school and the well-being of its students. One parent noted that the parking lot "... is enormous..." and

that this allows the ability to be creative about use of resources. One teacher added that since the school building was not designed as a school, there are rooms with no windows and that the only opportunity to go out and have sunlight is at the lunch period. Recess is not conducted on the parking lot. In addition a letter was received in support of the request from commercial property owner who indicated that the buildings on Sherman Way do not require as much parking as currently provided. The letter notes that allowing the school to use the parking lots has the benefit of deterring its use by homeless or other living in their cars. A number of other letters in support were also received citing similar arguments for the need of children to not have to be indoors for the entire school day and citing the need to have this area for the general well-being of all students.

Testimony from a neighbor with concerns over the proposal was also presented. Said speaker also submitted additional letters citing similar concerns. The speaker and the letters noted that noise from the school using the parking lot has been a major impact for neighbors and that they hear yelling, screaming and early morning disruptions. Concerns were expressed over weekend activities but school officials noted that the school does not conduct any activities on the parking lot during the weekends. These are legitimate concerns for which conditions have been imposed related to operation of the playground area. General hours of use of the parking lot are established, no use of the fenced parking lot area during the weekend is permitted by the school or any other entity. More significantly, the approval is for a limited period of time after which the approval expires. Should the school not move from the location at the end of its lease, it would still need to apply for a new variance in order to continue the use of the parking lot. If the record of performance or compliance with conditions has been poor, then such would contribute to a determination regarding whether any future variance should be approved or not.

The use of the parking lot for the requested purposes is for limited hours of the day as further detailed by school administration. Observance with established conditions and monitoring by school staff of ongoing implementation of conditions should lead to a more responsive operation. Therefore, as proposed and conditioned, the request is anticipated to not be materially detrimental to the surrounding area and welfare.

5. The granting of the variance will not adversely affect any element of the General Plan.

The Reseda-West Van Nuys Plan Map designates the property for Community Commercial land uses with corresponding zones of CR, C2, C4, RAS3, RAS4, P, and PB and Height District No. 1L, with a maximum of six stories.

The request does not adversely affect any element of the Plan as it still provides for adequate parking and facilitates operation and retention of new schools catering to the local area.

ADDITIONAL MANDATORY FINDINGS

6. The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No.

172,081, have been reviewed and it has been determined that this project is located in Zone C, areas of minimal flooding.

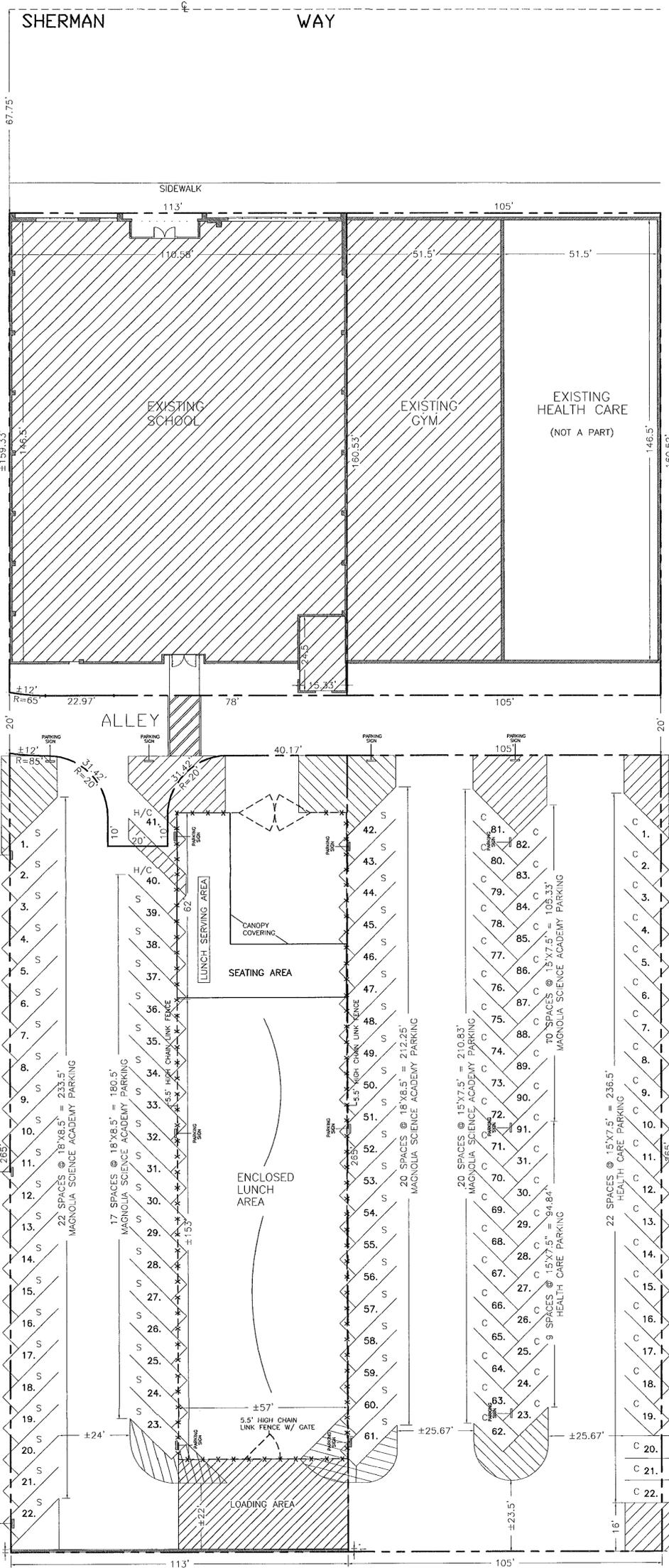
7. On September 14, 2005, the City Planning Department Environmental Staff Advisory Committee (ESAC) issued Mitigated Negative Declaration No. ENV 2005-3788-MND (Article V - City CEQA Guidelines) and determined that by imposing conditions the impacts could be reduced to a level of insignificance. I hereby adopt that action. The records upon which this decision is based are with the Environmental Review Section in Room 750, 200 North Spring Street.
8. Fish and Game: The subject project, which is located in Los Angeles County, will not have an impact on fish or wildlife resources or habitat upon which fish and wildlife depend, as defined by California Fish and Game Code Section 711.2.



LOURDES GREEN
Associate Zoning Administrator
Direct Telephone No. (213) 978-1313

LG:lmc

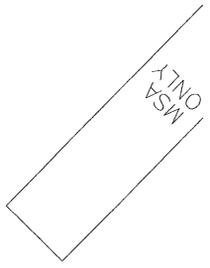
cc: Councilmember Dennis P. Zine
Third District
Adjoining Property Owners
County Assessor



**RESERVED
PARKING**

**PER
CITY
CODE**

TYPICAL PARKING SIGN
NOT TO SCALE



TYPICAL STRIPPING
NOT TO SCALE

- NOTES
1. Representative:
Robert D. Lamishaw
JPL Zoning Services, Inc.
6263 Van Nuys Blvd.
Van Nuys, CA 91401
Phone (818) 781-0016 Fax (818) 781-0929
E-mail: lamishaw@jplzoning.com
 2. Applicant:
Magnolia Science Academy
18238 Sherman Way
Reseda, CA 91335
 3. Legal Description:
Lots 1, 5 & Por Lot 2, Tract 17598, T.B. 530-J5,
Map Ref. M B 530-3739
 4. Situs Address:
18238-18224 Sherman Way
Reseda, CA 91335
 5. Zone: C2-1L & P-1L
 6. Parking Required:
Existing School & Gym: ± 23,900 s.f. (1,600s.f.)= 47.8
TOTAL SPACES REQUIRED: 47 spaces
 7. Parking Provided:
Standard Spaces = 59 spaces
Compact Spaces = 30
H/C Spaces = 2 spaces
TOTAL SPACES PROVIDED: 91 spaces
 8. Total Site Area = ± 48,025 s.f.
 9. Total Floor Area = ± 23,900 s.f.
 10. Lot Coverage:
Building = ± 50 %
Landscape = 1 %
Hardscape = ± 50 %
 11. Request: ZV

*Received
11/22/05*

EXHIBIT "A"
Page 1 of 1

**EXISTING
PLOT PLAN**

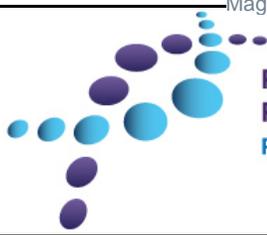
CAD GRAPHICS BY

JPL Zoning Services
6263 Van Nuys Blvd.
Van Nuys, CA 91401
(818)781-0016

NORTH

DATE: 10-24-2005
SCALE: 1/20" = 1'

1985 20th ANNIVERSARY 2005
JPL- 4053PP1



Board Informative 2: Zoning Consultant Selection and Recommendation

Date: October 9, 2017

Action Requested: Board approval to retain zoning consultant

Background: The MSA-1 site has multiple zoning related issues to resolve. (Reference Board Informative 1: Zoning and Site Issues at MSA-1.) A consultant specializing in zoning is required to resolve these issues.

Staff issued a Request for Proposals dated 9/14/2017 with a due date of 9/19/17. Staff called three zoning consulting firms to solicit their participation. Two requested additional time. The due date was then extended to 9/29/17. Three firms submitted proposals. Those proposals were evaluated according to the attached rubric. Staff ranked the proposals as follows:

1. Rabuild Commercial Services LLC
2. Figueroa Media Group (FMG)
3. Land Developers Corp.

There were several critical factors in differentiating the proposers.

- Land Developers did not send in a compliant proposal. Instead, they updated a previously submitted letter of agreement. Besides missing relevant information, like references and background, this non-compliant response raises concern over their ability to pay attention to detail and take direction.
- The nature of the firms differs. Rabuild is focused narrowly on zoning and land use entitlement practice, has done so for more than 15 years, proposed a Project Manager who has done over 100 zoning projects, has completed three other similar projects in Reseda, and offered references for owners who required similar services.
- FMG is more broadly focused stressing community outreach and the resolution of political issues in addition to zoning and land use entitlement, proposed a Senior Manager who is more political than technical, proposed a Project Manager whose background is in

- aviation and is based in San Diego County, and offered references for an economic study related to a CRA redevelopment.
- MSA-1 requires two different phases of service – resolving the immediate zoning questions sufficient to allow an immediate building permit for the high school building and associated site development, and then obtaining necessary clearances for the third building on campus if and when the Board elects to proceed. Only Rabuild recognized sufficiently the two-step approach.
 - There are significant cost differences. Rabuild's Time and Material estimate of cost is \$50,000. FMG's lump sum cost is \$27,000. However, Rabuild's costs estimate was a worst case scenario, with the greatest effort and time involved and the cost estimate included the cost of resolving the initial and immediate zoning problems. Rabuild's cost estimate assumed that they would prepare a greater share of the required documentation than FMG. Rabuild proposed a Time and Material fee structure; the other proposers proposed fix fee services with onerous termination fees. Given the early stage of planning related to the third building, which may or may not be built, it is unwise to be locked into a fixed fee based on a full scope of service.
 - Rabuild requires a retainer of \$3,500. FMG requires a retainer of 5,000.
 - The proposed agreements by both Rabuild and FMG are acceptable.

Action requested: Staff recommends that a contract to Rabuild Commercial LLC be authorized on a Time and Material basis with an initial Not to Exceed amount of \$25,000. If and when the Board elects to proceed with entitlement for a third building on campus, this amount will be increased accordingly.

Attachments:

- Evaluation Rubric
- RFP
- Time Extension
- Proposed Rabuild letter agreement

Cover Sheet

Approval of Scope Changes for MSA-SA Gym/Cafeteria Construction Project

Section: III. Action Items
Item: F. Approval of Scope Changes for MSA-SA Gym/Cafeteria
Construction Project
Purpose: Vote
Submitted by:
Related Material:
III F MSA-SA GYM Construction Update Scope Changes Analysis Final-3.pdf



Board Agenda Item #	III F
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed. D. CEO and Superintendent
Staff Lead:	Erdinc Acar, M. Ed., Regional Director
RE:	Approval of Scope of Changes in MSA SA Gym Project

Proposed Board Recommendation: I move that the board accept the scope changes in MSA-SA Gym and Cafeteria project as outlined in Architect's work authorization and authorize the MPS CEO to negotiate and approve the Architect's work proposal for design changes.

Background: MSA-SA PHASE II construction project includes construction of a gymnasium building, connecting utilities and portion of site work including shaded cafeteria area with lunch tables, benches and 2 shade structures and playground area and equipment. School site team and construction manager identified several improvements and cancellations to increase functionality and compliance in the scope while providing estimated savings. The improvements and cancellations are estimated to provide a saving of \$364,642 that can be allocated for floor upgrade, furniture, fixture and equipment. The proposed changes require architect to redesign the plans for bidding and construction purposes. Details can be seen in the attachments.

Budget Implications : Board approved budget has enough contingency for architect's contingency allowance to cover this cost. Gym construction budget is privately funded through bond issuance involving MSA-SA, MSA-1 and MSA-SD projects.

- Increase in architect fees- \$10,063
- Anticipated Saving from Total Hard Cost \$364,642

Review by Legal Counsel: Hal Block, Oct 9, 2017

How Does This Action Relate/Affect/Benefit All MSAs? : Capital investment will have positive effects on the organization as a whole.

Name of Staff Originator: Erdinc Acar, M. Ed., Regional Director

Exhibits (attachments):

- MSA-SA Gym Scope Change Analysis (Background, scope, status, timeline, budget)
- Work Authorization proposal by Berliner Architect
- Proposed Value Engineering Estimate by GAFCON Construction Management Services
- Berliner Architect Re-bid agreement for Phase I
- GAFCON Construction Management Services Agreement
- GAFCON Construction Management Services response to RFP



**MAGNOLIA PUBLIC SCHOOLS
MAGNOLIA SCIENCE ACADEMY-SANTA ANA
GYM, CAFETERIA AND PLAY AREA CONSTRUCTION UPDATE**

SCOPE CHANGE ANALYSIS

Monday, October 9, 2017
Erdinc Acar, Regional Director

A- PROJECT SUMMARY

BACKGROUND

Since 2010 MPS has been working a long term signature school facility for the Santa Ana school. As part of Charter School Facilities Program **Proposition 1D program** - a government program whereby the State of California sells bonds that are used to fund school construction for charter schools, MPS was awarded bonds totaling \$17.4 million. The state's half of the money comes to MPS as an outright grant and half of the money needs to be paid back over 30 years at an extremely low interest rate of %3. General Information on the State of California's Charter School Facilities Proposition 1D Program can be found at

<http://www.dgs.ca.gov/opsc/Programs/charterschoolfacilitiesprogram.aspx>

Phase I Construction (instructional building and grounds) managed by **NEFF Construction, Inc.**, as the official construction management firm for the project. **RC Construction Services** served as the General Contractor for Phase 1 construction. **Berliner Architect** designed the original plans including Phase 1 and II scopes.

With Prop 1D funding, MSA-SA built designed and built a two story facility totaling 48,353 square feet with 33 classrooms on a lot of 2.68 Acres at 2840 W 1st Street in the City of Santa Ana in Orange County. Original site plans also included a-6,509 square feet gym with cafeteria, shade structures and a playground. Because Prop1D funds were not enough to cover these Phase II projects, they were scheduled to be completed later paid for by private financing.

CURRENT SCOPE

Phase II (current) construction scope includes construction of the **gymnasium building**, connecting utilities for the pull boxes already existing at the site as shown in the drawings and portion of site work including shaded cafeteria area with lunch tables, benches and two shade structures and playground area and equipment as shown in drawings/specifications. The gymnasium building is a 6,509 sqft, Type VA (Protected Wood Frame), fully sprinklered building with automatic fire alarm system. It is a CMU (Concrete Masonry Unit) building with steel and metal deck roof structure and metal stud framing.

Phase II construction is funded through 2017A Series private bond financing. construction project soft and hard costs are budgeted as \$3,859,379.70. Please see **Section H for the board approved and most recently updated budget.**

The drawings and specifications including the general conditions are already approved by **California Division of State Architect (DSA)** -providing design and construction oversight for K-12 schools, community colleges, and various other state-owned and leased facilities. Portion of the DSA approved buildings and site is already built. The area built is already updated with DSA by the Inspection of Records (IOR) and the A-E consultants and has no deviations. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

CURRENT PROJECT STATUS

The project is currently open with the California Division of Architect (Application Number 04-112861 and File Number 30-25.) The project needs to **resume construction by Oct 31, 2017** in order not to lose the status with DSA.

On April 11, 2017, Berliner Architects were awarded the re-bid to resume architecture services per the schedule and scope as suggested and planned by NEFF, Phase I Construction Management Services (Contract Attached.)

On August 8, 2017, Magnolia Educational and Research Foundation selected **GAFCON Construction Management (CM)** firm to carry out the construction management services for the second phase of the project (contract attached.) The scope of GAFCON work includes general tasks such as working with Magnolia Public Schools staff, architects, consultants, general contractors, sub-contractors and all other required agencies, tasks during the bid/award construction management phase, construction management phase and contract close-out phase. **Mike Langel, Senior Construction Manager, GAFCON** is the assigned project manager. Mike has been a design and construction project manager for the past 27 years and has a broad-base of project management experience in educational facilities and public work projects. He has also delivered several successful gymnasium projects. Weekly construction meetings have been held at MSA-SA between Magnolia staff, Architect and CM

Currently, MPS is requesting proposals from General Contractors (GC) and DSA Inspector of Record Services (IOR) and Special Testing and Inspection.

- General Contractor contract evaluation is scheduled on October 24, 2017.
- IOR proposals are due 5:00 p.m. October 11, 2017 and review is yet to be scheduled.
- Both contracts will be approved by legal counsel prior to presentation to the Ad Hoc committee.

Please see the Project Schedule below

B- PROJECT SCHEDULE (AS OF OCT 6, 2017)

ID	Task Name	BIC	% Complete	Duration	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	MSP GYMNASIUM PROJECT		31%	254 days	Tue 9/12/17	Fri 8/31/18														
2	BID AWARD PHASE		76%	36 days	Tue 9/12/17	Tue 10/31/17														
3	Project Kick Off Meeting #01	Team	100%	0 days	Tue 9/12/17	Tue 9/12/17														
4	Out Reach to General Contractors	Gafcon	100%	7 days	Thu 9/14/17	Fri 9/22/17														
5	Advertisement for Bids	Gafcon	100%	10 days	Mon 9/18/17	Fri 9/29/17														
6	Prepare Pre-Construction Cost Estimate	Gafcon	100%	8 days	Mon 9/18/17	Wed 9/27/17														
7	Complete Contract Documents	Berliner	100%	11 days	Wed 9/13/17	Wed 9/27/17														
8	Printing of Bid Documents	Gafcon	100%	2 days	Thu 9/28/17	Fri 9/29/17														
9	Distribute Bid Documents to Contractors	Gafcon	50%	6 days	Mon 10/2/17	Mon 10/9/17														
10	Mandatory Pre-Bid Site Walk	Gafcon	0%	0 days	Tue 10/10/17	Tue 10/10/17														
11	Prepare and Issue Addendum	Berliner	0%	3 days	Wed 10/11/17	Fri 10/13/17														
12	Bid Opening	Team	0%	0 days	Mon 10/23/17	Mon 10/23/17														
13	Bid Evaluation	Gafcon	0%	1 day	Tue 10/24/17	Tue 10/24/17														
14	Prepare GC Contract Agreement	Owner	0%	2 days	Wed 10/25/17	Thu 10/26/17														
15	Board Meeting to Award Project	Owner	0%	1 day	Thu 10/26/17	Thu 10/26/17														
16	NTP Issued to General Contractor	Gafcon	0%	1 day	Fri 10/27/17	Fri 10/27/17														
17	IOR to Submit Forms to DSA	IOR	0%	2 days	Mon 10/30/17	Tue 10/31/17														
18																				
19	CONSTRUCTION PHASE		0%	195 days	Wed 11/1/17	Tue 7/31/18														
20	GC Starts Site Mobilization	GC	0%	5 days	Mon 10/30/17	Fri 11/3/17														
21	GC Submits Bond & Insurance	GC	0%	3 days	Wed 11/1/17	Fri 11/3/17														
22	Construction Kick Off Meeting	Gafcon	0%	1 day	Tue 11/7/17	Tue 11/7/17														
23	Shop Drawing Submittal Process	GC	0%	13 days	Wed 11/1/17	Fri 11/17/17														
24	Develop Project Punchlist	Berliner	0%	1 day	Mon 7/2/18	Mon 7/2/18														
25	Contractor Complete Punchlist	GC	0%	14 days	Tue 7/3/18	Fri 7/20/18														
26	IT Set Up	Owner	0%	10 days	Mon 7/16/18	Fri 7/27/18														
27	Facilities Training	GC	0%	2 days	Mon 7/30/18	Tue 7/31/18														
28																				
29	Occupancy & Project Closeout		0%	23 days	Wed 8/1/18	Fri 8/31/18														
30	Ower Move In & Set Up		0%	8 days	Wed 8/1/18	Fri 8/10/18														
31	Project Close Out		0%	23 days	Wed 8/1/18	Fri 8/31/18														

Project: MSP Gymnasium Project
Date: Fri 10/6/17

Task: [Task Icon] Split [Split Icon] Milestone [Milestone Icon] Summary [Summary Icon]

Project Summary: [Project Summary Icon] Inactive Task [Inactive Task Icon] Inactive Milestone [Inactive Milestone Icon] Inactive Summary [Inactive Summary Icon]

Manual Task: [Manual Task Icon] Duration-only [Duration-only Icon] Manual Summary Rollup [Manual Summary Rollup Icon] Manual Summary [Manual Summary Icon]

Start-only: [Start-only Icon] Finish-only [Finish-only Icon] External Tasks [External Tasks Icon] External Milestone [External Milestone Icon]

Deadline: [Deadline Icon] Progress: [Progress Icon] Manual Progress: [Manual Progress Icon]

C- CHANGES RECOMMENDED

1- Remove the two shade structures (retractable tents). Replace with removable tent to cover the entire lunch areas.
Remove proposed shade structures from sheet A0.21, CB-C1.11, CB1.12

2- Remove all trees (6) in the cafeteria areas from the plan. Have a uniform flooring in the openings
Remove (6) Cafeteria trees from planting sheet L2.11. Need to review with Landscaping consultant on code/zoning implication or if they have to be shown somewhere else in order to meet tree counts in the property.
Revise Irrigation plan L1.11
Revise site plan A0.21 (remove trees/ dining area to be covered by concrete paving)

3- Results from the removal of trees.
Replacement trees?? Landscaping consultant to confirm Landscaping confirmed no additional or replacement trees are required.

4- Cafeteria tables

Remove cafeteria tables and benches scope from A0.21 and specifications. NIC owner provided – GC TO PROVIDE THE TABLES NIC Owner Provided – No drawings of new layout required.
Provide 30 regular and 4 ADA cafeteria tables instead of 43 cafeteria tables at site plan A0.21 NIC Owner Provided – No drawings of new layout required.
Provide ADA cafeteria tables and provide enlarged plans showing required clearances
OF ADA TABLES NEED TO BE CONFIRMED

5- Convert the “landscaped turf area” north of the playground structure to all concrete top

Landscaping and Civil consultants to confirm code and zoning compliance. Landscape and civil confirmed that these changes do not change the overall design and still meets code compliance.
Sheet A0.21 remove landscape turf and provide concrete top
Revise Irrigation Plan L1.11
Revise planting plan L2.11
Reference/revise appropriate detail @ 7/L2.51

6- Floor OPTION

Multi sport Athletic Surface – Rubber synthetic floor is asked as alternate

Replace from VCT to above rubber floor
Transition to be considered.
Provide striping detail
Redesign appropriate details
Need to review the transition from rubber flooring to VCT since the rubber flooring is thicker. VCT thickness is 1/8" gauge (3.2mm) and Rubber floor thickness is 5mm / 1/5" minimum. This rubber flooring is available in 5, 6, 8, 10, 12 and 14 mm. Owner should confirm the thickness. Owner to approve thickness. - min 12 mm THIS IS NOT a CIF size
basketball

7- AIR CURTAIN –

CM recommends to include electronically controlled air curtain in front of the server to be compliant with OC Health department.

D- REASONS FOR CHANGES

- a. Including all desired changes in the architect's plans and bidding documents will save us substantially as opposed the dealing with them during the construction phase. We need savings as the budget is very tight for the scope and the budget does not include desired gym floor finishing, furniture, fixture and equipment allowances.

Specifically;

- b. The two shade structures in the current plan provides limited sun block for a small amount of tables. The trees will take several years to grow to provide shade. The area is designed only for eating. It cannot be used for other functions because the cafeteria tables will be fixed to the ground and the odd shapes of the shade structure will limit putting additional shade structures.
- c. Currently, the school suffers from open area for multiple school functions such as PE, playgrounds and meetings. We can convert the cafeteria area for multi purpose area.
- d. Removing fixed cafeteria tables and purchasing directly from vendors is also cost saving in terms of GC overhead.
- e. The landscaped are north of the playground structure is left as Turfed Landscaped area. Converting this to concrete top will open additional PE and playground area for the students and teachers.
- f. Current plans show the gym floor as VCT. This floor is useless for indoor gym purposes. We would rather have polished concrete than VCT. VCT requires more maintenance. Our and CM's recommendation is to bid floor with an alternate as synthetic rubber floor as one here;
 - 1. <http://www.robbsfloor.com/2012/04/pulastic-classic-110/>
 - 2. <http://cdn.sqhk.co/connor/e2LsheU/ControlXT1.pdf>
 - 3. <http://www.dynamicsportsconstruction.com/products/dynacourt/>
- g. CM recommends to include electronically controlled air curtain in front of the servery to be compliant with OC Health department.

E- SITE PLANS

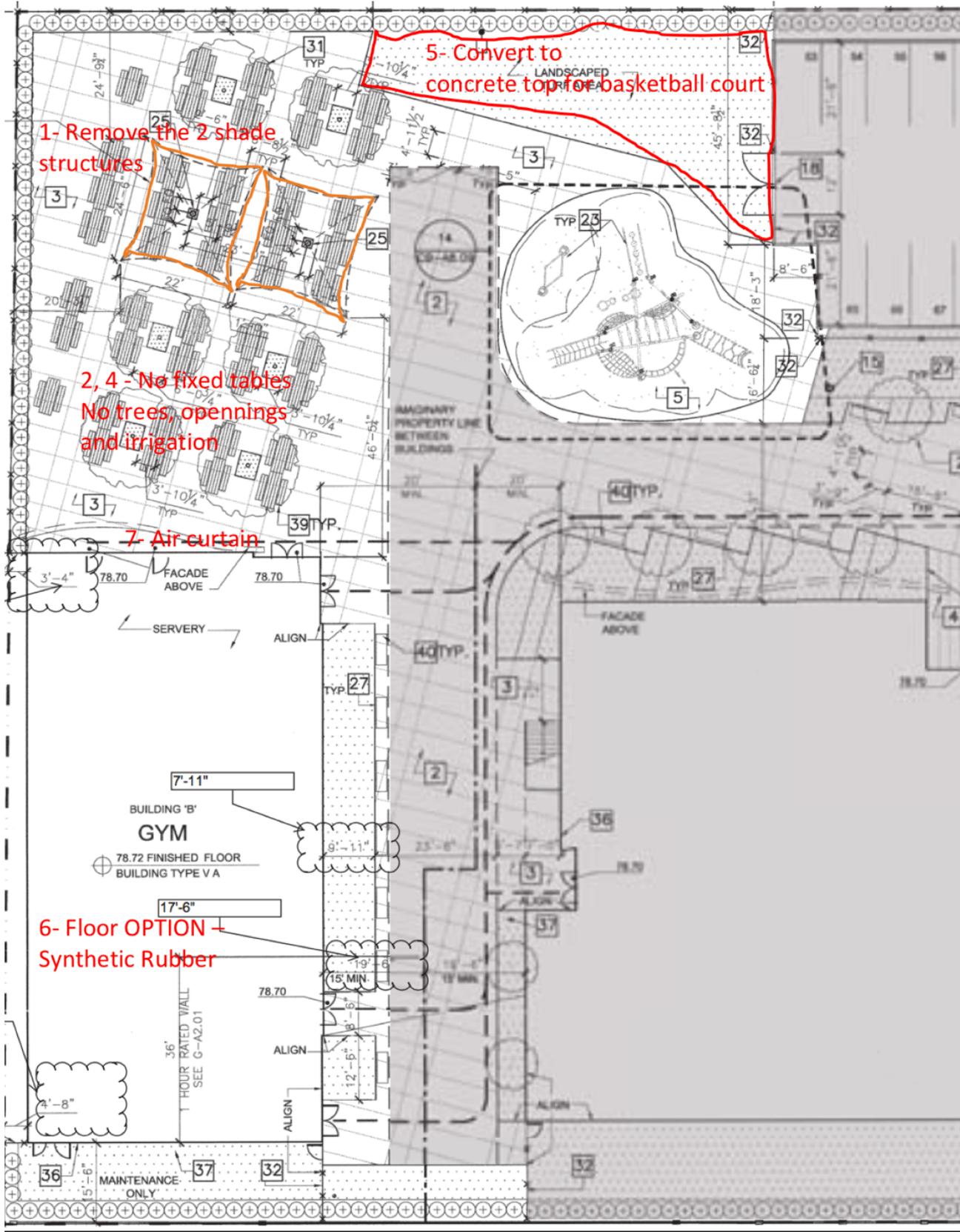


berliner and associates
ARCHITECTURE



F- PLANNED CHANGES MARKED IN THE CURRENT CONSTRUCTION PLANS

Planned construction is only non-gray colored areas. Proposed changes are marked in **RED**



G- BUDGET IMPACT OF PROPOSED CHANGES

a. ADDITIONAL DESIGN COST

Please see **Berliner Architects' Proposal** in the attachment. Architect is proposing for **\$10,063** for design cost. Break down is as below;

Berliner Architects - \$5,915
 Ahbe – Landscape Architects - \$1,200
 Brandow & Johnston – Civil - \$1,000
 Design West MEP (Air Curtain) - \$1,750
 Total Consultant Labor - \$3,950
 5% Consultant Markup - \$197.50
Total Cost - \$10,063

b. CONSTRUCTION COST/SAVING ESTIMATE

Please see attached **Proposed Value Engineering Estimate** from CM GAFCON.

Total Estimated Savings \$364,642. Actual savings will depend on selection of the floor type

- i. Savings from deletion of Two Shade structures – \$164,740
- ii. Savings from deletion Lunch tables – \$222,989
- iii. Savings from deletion of landscaping – trees, turf, irrigation- \$24,705
- iv. Savings from deletion of VCT floor-\$20,956
- v. Cost of converting landscape area to concrete top \$22,341
- vi. Cost of synthetic rubber floor (Alternate bid) – \$46,407

c. Furniture, Fixture and Equipment Not Part of the Original Budget

Item	Quantity	Estimated Cost
Lockers for teachers	2	\$1,035.00
Side Basketball Hoops (installation not included)	4	\$13,800.00
Volleyball posts and nets (installation not included)	1	\$1,725.00
Wall Mats (installation not included)	120	\$9,660.00
Grill covers for light fixtures and thermostats	10	\$517.50
Meal Serving tables	2	\$644.00
Kitchen Shelving	4	\$506.00
Kitchen Warmer	4	\$506.00
Kitchen Refrigerator	1	\$2,530.00
Kitchen Freezer	1	\$1,321.35
Shades/canopy - to cover lunch area	1	\$6,900.00
Fencing cover-permanent-Grid woven into fence	1	\$2,300.00
Lunch tables	30	\$24,456.36
Lunch tables ADA	4	\$3,749.00
total		\$69,650.21

H- BUDGET (Board approved and 10/6/17 updated)

MSA - SANTA ANA GYM BUDGET (UPDATED 10/6/2017)			
Uses	\$		
Soft Costs	\$ 559,379.70		
Hard Costs	\$ 3,300,000.00		
Total Project Costs	\$ 3,859,379.70		
Site Development Budget (Board date: 8-10-17)			
Use	Amount	Notes	Site Development Budget Update date: 10-6-17
Soft Costs			
Construction Management (Gafcon)	\$ 203,500		
Architect (Berliner)	\$ 230,027		19,881 Not included Reimbs to date: BID advertisement, BID print
Inspection Services	\$ 40,000		21,000
LEGAL	\$ 150,000		(110,000) IOR yet to be awarded
Agency Fees	\$ 35,000		(10,000)
Subtotal Soft Cost	\$ 508,527		\$ 35,000 \$ - DSA, District, City Fees (if applicable)
Contingency @ 10%	\$ 50,853	DSA, District, City Fees (if applicable)	\$ 587,646 \$ (79,119)
Total Soft Cost	\$ 559,380		\$ - \$ - No contingency left
Hard Costs			\$ 587,646 \$ (28,266) Use Hard cost contingency and savings
Site Improvement:			
Grading & Paving	\$ 3,000,000		\$ 2,635,358 \$ 364,642 Excluding FFE and cafeteria tables, Floor, Shade, LV improvements
Utilities	included		included
Landscaping	included		included
Demolition and Grading	Included		Included
Testing	included		included
Subtotal Hard Cost	\$ 3,000,000		\$ 2,635,358
Contingency @10%	\$ 300,000		\$ 300,000 \$ 336,376 Exact estimate TBD by GAFCON (Oct 9, 2017)
Total Hard Cost	\$ 3,300,000		\$ 2,935,358 \$ 336,376 200K for FFE, cafeteria tables, Floor, Shade, LV improvements
Total Soft and Hard Cost	\$ 3,859,380		\$ 3,523,004 \$ 336,376 Under \$136,376 with FFE expended

WORK AUTHORIZATION

BERLINER
ARCHITECTS

Work Authorization Number	01	Date	09/27/17
Project	Magnolia Santa Ana Gym Rebid	Project Number	12-27.4
Project Location	Magnolia Science Academy - Santa Ana		
Client	Magnolia Public Schools		

Authorization is confirmed for Berliner Architects, to perform the following services:

Gym Improvements please see attached MSA-SA Gym and Cafeteria Specs/Improvements.

Berliner Architects - \$5,915
Total Architectural Labor - \$5,915
Ahbe - Landscape Architects - \$1,200
Brandow & Johnston - Civil - \$1,000
Design West MEP (Air Curtain) - \$1,750
Total Consultant Labor - \$3,950
5% Consultant Markup - \$197.50
Total Cost - \$10,063

Original or Master Agreement (if any), dated:

Other References:

Fee and Basis
Total Fee - \$10,063

Date service began:	07/21/17	Services projected to be completed no later than the following, if indicated:
Services requested by:	Frank Gonzalez	Date of Request: 07/21/17
Prepared by:		Date Signed: 09/27/17

See reverse side of this Work Authorization (Page 2) for Terms and Conditions.

Client Authorization by: _____ Date Signed: _____

5976 Washington Blvd.
Culver City
California 90232
Tel:310. 838 2100
Fax:310. 838 2150

Work Authorization Terms and Conditions

1. Berliner Architects shall provide the services specified on page 1 of this Work Authorization. Terms and Conditions shall be in accordance with the original or master agreement between Client and Architect, or if such does not exist or is not applicable to this Work Authorization, the Terms and Conditions below shall be incorporated into this Work Authorization. Should anything arise that is not covered by such Terms and Conditions or this Work Authorization, then applicable provisions of Berliner Architects Standard Terms and Conditions STC, current as of the date of this Work Authorization, shall govern. Copies of these documents are available from the Architect on request. The provisions on page 1 of the Work Authorization take precedence over the Terms and Conditions. Where a portion of one document is amended by another of later date, all unmodified portions shall remain in effect. The term "Architect" includes the Architect's officers, directors, shareholders, employees and agents. This Agreement shall not create a contractual relationship or duty to any third party.
2. Fees to be compensated on an hourly basis shall be computed by multiplying the hours directly spent on the Project by the hourly billing rates of the Architect's standard rate schedule, which rates are subject to adjustment periodically, plus 1.1 times any consultants invoices, unless otherwise stated in the Letter of Agreement.
3. Fees to be compensated on a lump sum or percentage basis shall be based upon the Architect's determination of the proportion of its services completed through the billing period.
4. The following Reimbursable Expenses incurred by the Architect in connection with the Project are not included in the Fee stipulated unless specifically stated in this Work Authorization or the Master Agreement, if any: Models and renderings, photography, printing, reproductions, reproductions, telecommunications, data communications, facsimile, long distance telephone calls, travel, out-of-town living expenses, shipping, delivery and messenger service, sales taxes and the like, shall be billed at 1.1 times the amounts invoiced to Berliner Architects, or where incurred as in-house hourly costs, at the Architect's standard hourly billing rates, unless otherwise stated in this Work Authorization. Other than for computer usage in connection with accounting procedures and non-technical word processing, usage of computer, CADD and plotting equipment shall also be a Reimbursable Expense, billed at the Architect's standard rates.
5. Payment for fees and expenses, normally billed monthly, shall be due upon receipt of the Architect's invoice. Disputes and questions regarding an invoice shall be brought to Architect's attention within ten days following receipt of invoice, and shall not be cause for withholding payment for the undisputed portion of the invoice. A service charge of 1.5% per month, in addition to reasonable collection expenses, shall be added to balances unpaid 30 days after invoice date. The Architect reserves the right to suspend or terminate its services, or withhold its documents without notice, if payment in full is not received within 60 days after invoice date, and the Architect shall not be held liable for any claims or losses that may result therefrom.
6. If the scope of the Project, Architect's services, or Project Time is increased, compensation shall be increased accordingly. If the Scope of the Project or Architect's services is decreased, fees for the balance of the Architect's services not yet performed shall be adjusted accordingly.
7. After completion or termination of the Architect's services, and after all payments due the Architect have been made, the Client may retain and use only for alteration, additions, or completion for this Project, copies or reproductions of drawings, specifications, and other materials prepared by the Architect in connection with the Project. In the event of such use, the names and other identifications of the Architect and its consultants shall be removed from the documents and the Architect and its consultants shall be indemnified and held harmless by the Owner for claims arising out of 1) work performed subsequent to the Architect's services, 2) work not constructed or installed in accordance with the Architect's full Construction Documents, or 3) work constructed or installed without the Architect's full construction observation services.
8. In the event of any dispute, controversy or claim arising out of this Agreement or any alleged breach thereof ("Dispute"), the Client and Architect shall participate in a mediation conducted under the auspices of a recognized neutral third-party professional Mediation Service, in a good faith effort to negotiate a resolution of the Dispute, prior to undertaking any legal action. The selection of the Mediation Service shall be acceptable to the parties, and the cost of the Mediation Service shall be borne equally by the parties. In any legal action following the unsuccessful mediation of a dispute, the prevailing party shall be entitled to reasonable attorney's fees.
9. The Client acknowledges that the Architect is unable to reasonably obtain insurance for claims arising out of the performance or failure to perform professional services, including but not limited to, the preparation of reports, designs, drawings and specifications or testing related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos, PCB, or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the site ("Hazardous Substances" or "Hazardous Substances Services"). Accordingly, the Architect shall not provide such services. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against the Architect if such a claim in any way arises out of Hazardous Substances or Hazardous Substances Services.
10. The Client agrees to indemnify, defend and hold the Architect harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of 1) Hazardous Substances or Hazardous Substances Services, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction; or 2) the performance or non-performance of any obligations under this Agreement except to the extent found by a court or forum of competent jurisdiction to be attributable to the negligent errors or omissions of the Architect.
11. The Client shall provide complete Project information, which the Architect shall be entitled to rely upon. The Client shall designate a representative authorized to act in its behalf to provide decisions, liaison with the Architect, and approvals of drawings, reports, presentations and other documents and data. Client's written decisions, approvals and authorizations, and Architect's services shall be provided promptly in order to meet mutually agreed project schedules. Services on a phase shall commence only after Client's written approval of the previous phase and Client's authorization to proceed. Out-of-sequence services, if requested, shall be compensated as Additional Services.
12. The Architect shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, construction schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, inspection or installation, or for safety programs in connection with the Work, or for acts, omissions, or failure to carry out the Work in accordance with the Contract Documents by the Contractor, subcontractors, or any other persons or entities or their agents or employees performing or supplying the Work.
13. The Client hereby agrees that to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the Project or this Agreement from any cause or causes including, but not limited to, the Architect's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the total compensation received by the Architect under this Agreement.

Fee Calculation Form

BERLINER
ARCHITECTS

Date: 09/27/17

Project: Magnolia Gym Improvements

Job #: 12-27.4

	Principal	Project Architect/ Manager	Draft/ Des. 2	Total
Phase I - Pre Design				
Pre Design	0	5	7	12
Subtotal Hours	0	5	7	12
\$/ Hour	\$ 210	155	\$ 100	
Total	\$ -	\$ 775	\$ 700	\$ 1,475
Phase 2 -Construction Document Edits & DSA				
CD's & DSA	2	12	24	38
Subtotal Hours	2	12	24	38
\$/ Hour	\$ 210	155	\$ 90	
Total	\$ 420	\$ 1,860	\$ 2,160	\$ 4,440
Total Hours On Project	2	17	31	50
TOTAL ARCHITECTURAL LABOR COST	\$ 420	\$ 2,635	\$ 2,860	\$ 5,915
Ahbe - Landscape Architects				\$ 1,200.00
Brandow & Johnston - Civil Engineering				\$ 1,000.00
Design West - Air Curtain				\$ 1,750.00
TOTAL CONSULTANTS	\$ -	\$ -	\$ -	\$ 3,950.00
5% CONSULTANT FEE MARKUP				\$ 197.50
TOTAL LABOR COSTS	\$ 420	\$ 2,635	\$ 2,860	\$ 10,063

MSA-SA GYM and CAFETERIA SPECS/IMPROVEMENTS

1. A list of the proposed changes to the **exterior** of the MSA SA Gymnasium Project that you would like to make. This has to do with shade and trees, as well as the type of tables we have out there. **Second weekly meeting was held on 9/19 to discuss these issues – see comments in green or items crossed out as not in scope. The scheduled 09/19 electrical meeting did not take place and shall be rescheduled. Rasul and Erdinc during 09/19 weekly meeting expressed that they have reviewed the bid documents and felt that 90% electrical provisions for low voltage were shown and minor additions were needed. The final scope was decided during conference meeting with owner and CM on 09/21 as shown below. The Mechanical, Plumbing, electrical and the IT scope was descoped.**

- 1- **Remove the two shade structures (retractable tents). Replace with removable tent to cover the entire lunch areas.**
 - **Remove proposed shade structures from sheet A0.21, CB-C1.11, CB1.12**
 - ~~Select one shade/canopy product within the budget to cover the entire lunch area—NIC owner provided –~~ **CONFIRMED BY OWNER** ~~No new drawings showing owner provided shade structure are required.~~
 - **We are assuming no foundation is required for the new owner provided canopies. Owner to confirm. CONFIRMED BY OWNER**
- 2- **Remove all trees (6) in the cafeteria areas from the plan. Have a uniform flooring in the openings that**
 - **Remove (6) Cafeteria trees from planting sheet L2.11. Need to review with Landscaping consultant on code/zoning implication or if they have to be shown somewhere else in order to meet tree counts in the property.**
 - **Revise Irrigation plan L1.11**
 - **Revise site plan A0.21 (remove trees/ dining area to be covered by concrete paving)**
- 3- **results from the removal of trees.**
 - ~~Replacement trees?? Landscaping consultant to confirm~~ **Landscaping confirmed no additional or replacement trees are required.**
- 4- **30 regular cafeteria tables and 4 ADA cafeteria tables**
 - ~~Remove cafeteria tables and benches scope from A0.21 and specifications. NIC owner provided—~~ **GC TO PROVIDE THE TABLES** ~~NIC Owner Provided – No drawings of new layout required.~~
 - **Provide 30 regular and 4 ADA cafeteria tables instead of 43 cafeteria tables at site plan A0.21** ~~NIC owner provided—~~ **GC TO PROVIDE THE TABLES** ~~NIC Owner Provided – No drawings of new layout required.~~
 - **Provide ADA cafeteria tables and provide enlarged plans showing required clearances**
 - **# OF ADA TABLES NEED TO BE CONFIRMED**
- 5- **Convert the “landscaped turfed area” north of the playground structure to all concrete top**
 - **Landscaping and Civil consultants to confirm code and zoning compliance. Landscape and civil confirmed that these changes do not change the overall design and still meets code compliance.**
 - **Sheet A0.21 remove landscape turf and provide concrete top**
 - **Revise Irrigation Plan L1.11**
 - **Revise planting plan L2.11**
 - **Reference/revise appropriate detail @ 7/L2.51**
- 6- **Provide “Air Curtain” with electrical over the serving window**
 - **Revise the Electrical drawing E0.11 to provide the electrical power to the Air curtain**
- 7- ~~2 drinking fountains (one is ADA) at the north side of the gym.~~
 - ~~One set of drinking fountain (Low) is provided at the south side of the gym. Owner to confirm location.~~ **NORTH SIDE OF THE GYM—the drinking fountain is inside**
 - **Replace drinking fountain location from south side of the gym to north side. Have to revise architectural and plumbing/civil drawings. —the only drinking fountain is inside**
- 8- **PA system—See IT list—to be discussed on Sep 19 in detailed with Rasul, MSA IT manager and Electrical**
 - ~~Duplicate—see below.~~

2. How to outfit the indoor gym including sport court, number of basketball hoops (6--please confirm).

1- Floor **OPTION**

- **Multi sport Athletic Surface – Rubber synthetic floor**
See technical specs
<http://robbinsweb.robbinsfloor.com/infocenter/infocenter.nsf/vall/D6A23A7D9A06A764852579CF00551901>

Samples

1. <http://www.robbinsfloor.com/2012/04/pulastic-classic-110/>
2. <http://cdn.sqhk.co/connor/e2LsheU/ControlXT1.pdf>
3. <http://www.dynamicsportsconstruction.com/products/dynacourt/>

- **Replace from VCT to above rubber floor**
- **Transition to be considered.**
- **Provide striping detail**
- **Redesign appropriate details**
- **Need to review the transition from rubber flooring to VCT since the rubber flooring is thicker. VCT thickness is 1/8" gauge (3.2mm) and Rubber floor thickness is 5mm / 1/5" minimum. This rubber flooring is available in 5, 6, 8, 10, 12 and 14 mm. Owner should confirm the thickness. Owner to approve thickness.**
- **PLEASE NOTE THAT THE THICKNESS OF THE FLOOR MATERIAL CHANGES DEPENDING ON THE VENDOR. WE PREFER ANYTHING MORE THAN 12 mm**
- **THIS IS NOT a CIF size basketball court- the length is short.**

2—Hoops

- ~~2 foldable (up) basketball hoops as in the original plans~~
 - ~~Specify the selected product @ G-A2.11~~
- ~~4 additional wall mount hoops for practice~~ **OPTION**
 - ~~Locate 4 additional hoops attached to east and west CMU walls @ G-A1.11 & G-A2.11. Owner to select product.~~
 - ~~Preferred Model~~ **NOTE THIS IS ELECTRICAL** <https://www.basketball-goals.com/Electronic-Side-Folding-Wallmount-Basketball-Goal.html>
~~Needs structural details. See bottom of the page~~
 - ~~<https://www.basketball-goals.com/Electronic-Side-Folding-Wallmount-Basketball-Goal.html>~~

3—Volleyball nets

- ~~Posts and net~~
 - ~~Locate provisions for volleyball posts and nets @ G-A1.11 & G-A2.11.~~
- ~~Floor should have sleeves and sockets~~
 - ~~Add detail showing sleeve and sockets—will need structural input.~~

4—Striping **STRIPING ONLY FOR FULL BASKETBALL COURT AND VOLEYBALL COURT**

- ~~For basketball~~
 - ~~Owner to confirm if the smaller courts in east west direction needs to be striped.~~
NO
- ~~Volleyball~~
 - ~~Show striping for Volleyball at gym floor plan G-A1.61.~~

5—Protective mats on the walls **OPTION**

- ~~No product has been specified on G-A2.11. Owner to provide direction.~~
- ~~<http://www.greatmats.com/flooring/gym-wall-pads.php>~~

6—PA and speaker system— See IT list

- ~~Elect/IT consultant to revise if IT/owner changes requirements. Owner to review the current drawings and confirm.~~
- ~~to be discussed on Sep 19 in detailed with Rasul, MSA IT manager~~

7—Electronic score board

- ~~Electrical to revise panel schedule E0.05 if IT/owner changes requirements. Owner to review the current drawings and confirm. Provisions only~~

8—All HVAC and lamps covered with protector grids

- ~~Add note to Ceiling plan~~
- ~~Add detail~~

3. Number of lockers needed in the gym changing rooms (200-250? Please confirm). **KEEP CURRENT PLANS**

1. ~~Boys locker room~~

- a. ~~72 lockers – 3 tier (9 in each unit assembled)~~
 - ~~Currently 57 lockers are provided~~
 - ~~There is no space for more in the locker room. Owner to provide direction.~~
- b. ~~1 ADA bench~~ **KEEP CURRENT PLANS**
 - ~~Show correct size and product at G-A4.11. Owner to approve location.~~

2. ~~Girls locker room~~

- a. ~~72 lockers – 3 tier (9 in each unit assembled)~~
 - ~~Currently 69 lockers are provided~~
 - ~~There is no space for more in the locker room. Owner to provide direction.~~ **KEEP CURRENT PLANS**
- b. ~~1 ADA bench~~
 - ~~Show correct size per owner provided product information at G-A4.11. Owner to approve location. Any corner or middle is fine~~
 -

4. Equipment needed in the server (commercial fridge, retherm ovens, milk cooler please confirm)

- ~~1 Serving table~~ **OPTION**
 - ~~NIC – Currently (3) 3’ 6” Stainless steel cabinets and countertop as serving table shown in the drawings as a place holder. Stainless steel cabinets are not scheduled in project manual. Owners to advise if their intention is to provide a serving table instead of the cabinets in servery room. Owner to advise how to incorporate in contract documents. Based on meeting on 09/19 provide electrical and plumbing provisions for owner provided equipment.~~
- ~~1 Shelving~~ **OPTION**
 - ~~NIC Owner to advise how to incorporate in contract documents.~~
- ~~1 Warmer~~ **OPTION**
 - ~~NIC Owner to advise how to incorporate in contract documents.~~
- ~~1 Refrigerator~~ **OPTION**
 - ~~NIC Owner to advise how to incorporate in contract documents.~~
- ~~1 Freezer~~ **OPTION**
 - ~~NIC Owner to advise how to incorporate in contract documents.~~

See the list at <https://docs.google.com/spreadsheets/d/13gdYcIK3rE-w5GltUa5oa8MIspSYtdwjuHCHK6ZCi2I/edit#gid=0>

5. Any other questions or issues that you may have.

- ~~Lockers for PE teachers~~ **OPTION**
 - ~~Select location for teacher's lockers. Owner to provide direction.~~
 -
- ~~IDF for IT room~~
 - ~~Owner / Rasul to provide direction. to be discussed on Sep 19 in detailed with Rasul, MSA IT manager. Based on meeting on 09/19 provide electrical outlets in the IDF room and shall be discussed with electrical consultant.~~

6. Need to have **Rasul** provide his IT information asap. Also need cost estimates.

- ~~Security cameras~~

- ~~○ Owner Furnished Equipment (OFE) per section 274100 part 2.02 B. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Cabling~~
 - ~~○ Contractor to comment on pricing. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Wireless Access Points~~
 - ~~○ Owner Furnished Equipment (OFE). Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~PA system~~
 - ~~○ Section 275117 to be completed for Public Address Systems. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Projector with retractable or movable screen~~ **OMIT**
 - ~~○ Owner Furnished Equipment (OFE)~~
 - ~~○ Extron Electronics is specified for classrooms but no projection has been specified for public events. Revise section 274100 Audio/ Visual Systems section.~~
 - ~~○ Retractable screen, video source equipment and video projector shall be furnished by owner (OFE).~~
 - ~~○ Indicate location of the projector and retractable screen on floorplans and elevations~~
 - ~~○ Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Sound system for the public events~~
 - ~~○ Elec to supply power to the sound system. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
 - ~~○ Owner Furnished Equipment (OFE)~~
 - ~~○ Comply/ Revise with section 260010~~
- ~~HP Switches~~
 - ~~○ IT and Elec. consultant to advise. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~

See the list at <https://docs.google.com/spreadsheets/d/13gdYcIK3rE-w5GltUa5oa8MIspSYtdwjuHCHK6ZCi2l/edit#gid=1290437238>

7. Need to get FFE package including estimates

Check estimates here

<https://docs.google.com/spreadsheets/d/13gdYcIK3rE-w5GltUa5oa8MIspSYtdwjuHCHK6ZCi2l/edit#gid=0>

5151 Shoreham Place, Suite 240
San Diego, CA 92122
Tel: 619-330-6043
Email: cadd@designwesteng.com



275 W. Hospitality Lane, Suite 100
San Bernardino, CA 92408
Tel: 909-890-3700 Fax: 909-890-3770
Email: info@designwesteng.com

DESIGN WEST ENGINEERING

Date: September 27, 2017
Company: Berliner Architects
5976 Washington Blvd.
Culver City, CA 90232
Attention: Richard Berliner
Subject: Magnolia PTS Charter School
Our Proposal #12-269, AS-2-R1

PROPOSAL FOR ENGINEERING SERVICES – AS-2 GYM OWNER REVISIONS

The following proposal is based on plans and information received to date. If accepted, this proposal will become the contract for services rendered.

We intend to provide Mechanical and Electrical Engineering Services for the Magnolia PTS Charter School project for the amount of **\$1,750.00**. Services to include addition protection of MEP systems within gym, power air curtain within server area, and coordination of new low voltage requirements for building. Scope include (1) design site meeting to discuss low voltage system requirements.

Payment for services rendered outlined above shall be as stated in the original contract for the above referenced project.

In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney’s fees and cost from the losing party.

If the above terms and conditions meet with your approval, please acknowledge below by signing and returning a copy to our office.

Respectfully,

Jonathan Bianchet
Design West Engineering

Accepted by (Signature): _____

Accepted by (Print): _____

Date: _____

Client Job Number _____

DWE Proposal Number 12-269



LANDSCAPE ARCHITECTS

NOTICE OF ADDITIONAL SERVICES #2

DATE	SEPTEMBER 11, 2017	FROM	WENDY CHAN
CLIENT	BERLINER ARCHITECTS	CC	EVAN MATHER, SUSAN MILLER
PROJECT	MAGNOLIA PACIFIC TECHNOLOGY SCHOOL		
PROJECT #	112047.00		
REQUESTED BY	PRITHWISH GUPTA		

Based on the information provided to us, we reviewed the additional work required to revise the landscape construction documents. The requested changes require more time than can be absorbed by the present contract. The following is a description of the requested revisions and a fee proposal for our completion of the work.

Description of Additional Services

Magnolia Science Academy Gym – Client directed revisions

1. Remove (6) trees in the cafeteria area. Revisions to the Irrigation Plan L1.11 and Planting Plan L2.11.
2. Convert the landscaped turf area north of the playground structure to concrete. Revision to the Irrigation Plan L1.11, Planting Plan L2.11, and detail 7/L2.51.

Cost for Additional Services: \$1,200

Client Approval of Additional Service

Services described herein will be provided upon receipt of Client's written authorization. Sign below to confirm your approval of the above Additional Services description and fees. Return the signed document to us. Retain a copy for your records.

CLIENT
Berliner Architects

LANDSCAPE ARCHITECT
AHBE Landscape Architects

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE SIGNED

DATE SIGNED

Magnolia Pacific Technology School Santa Ana, California

Proposed Value Engineering Estimate

September 27, 2017

5960 Cornerstone Court West, Suite 100
San Diego, CA 92121
main 858.875.0010



Magnolia Pacific Technology School
Santa Ana, CA

DRAFT VE Log
September 27, 2017

Value Engineering Summary

		VE 09-27-17			
		Alternate	Rejected	Accepted	Pending
Project VE Total		\$ -	\$ -	\$ -	\$ (300,862)

		VE 09-27-17				
VE #	Description	Alternate	Rejected	Accepted	Pending	Comments

PROJECT - VE + Add and Deduct

SITE						
S - 1	Delete Two Shade Structures, 24'0" x 22'0" each				\$ (164,740)	
S - 2	Remove 43 Movable Tables on Site				\$ (222,989)	
S - 3	Delete Landscaping - Trees, Turf & Irrigation				\$ (24,705)	
S - 4	Replace VCT Floor with Sealed Concrete Floor				\$ (20,956)	
S - 5	Replace VCT Floor with Polished Concrete Floor				\$ 63,779	
S - 6	Convert Landscape Area At Gymnasium/Multipurpose to Hardscape				\$ 22,341	
S - 7	Cost of Synthetic Rubber Floor (Alternate Bid)				\$ 46,407	
STRUCTURAL						
S - 1						
S - 2						
CIVIL						
C - 1					\$ -	
C - 2					\$ -	
MECHANICAL						
M - 1						
M - 2						
ELECTRICAL						
E - 1						
E - 2					\$ -	
Total For Project VE Options			\$ -	\$ -	\$ (300,862)	

Magnolia Pacific Technology School
Santa Ana, CA

DRAFT VE Log

Date: 27-Sep-17

	Description	Quantity	Unit	Unit Cost	Total
1. SITE					
S-1	Delete Two Shade Structures, 24'0" x 22'0" each				
	<u>Deduct</u>				
	Foundations as required for shade structures	(3)	cy	\$500.00	(1,500)
	Shade structures including framing, etc. (2)	(1,056)	sf	\$115.00	(121,440)
	Pavement under shade structures (2)				Remain in place
	Subtotal - Delete Two Shade Structures, 24'0" x 22'0" each				(122,940)
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(122,940)	x	34%	(41,800)
	Total - Delete Two Shade Structures, 24'0" x 22'0" each				(164,740)
S-2	Remove 43 Movable Tables on Site				
	<u>Deduct</u>				
	Remove movable site tables	(43)	ea	\$3,870.00	(166,410)
	Subtotal - Remove 43 Movable Tables on Site				(166,410)
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(166,410)	x	34%	(56,579)
	Total - Remove 43 Movable Tables on Site				(222,989)
S-3	Delete Landscaping - Trees, Turf & Irrigation				
	<u>Deduct</u>				
	Turf and landscaping at Gym/Multipurpose area	(1,710)	sf	\$5.00	(8,550)
	36" Box trees at Gym/Multipurpose area	(6)	ea	\$750.00	(4,500)
	Irrigation at Gym/Multipurpose area	(1,710)	sf	\$3.15	(5,387)
	Subtotal - Delete Landscaping - Trees, Turf & Irrigation				(18,437)
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(18,437)	x	34%	(6,268)
	Total - Delete Landscaping - Trees, Turf & Irrigation				(24,705)
S-4	Replace VCT Floor with Sealed Concrete Floor				
	<u>Deduct</u>				
	VCT floor in Gym/Multipurpose area	(4,533)	sf	\$4.95	(22,438)
	<u>Add</u>				
	Sealed concrete in Gym/Multipurpose area	4,533	sf	\$1.50	\$6,800
	Subtotal - Replace VCT Floor with Sealed Concrete Floor				(15,639)
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(15,639)	x	34%	(5,317)
	Total - Replace VCT Floor with Sealed Concrete Floor				(20,956)

Magnolia Pacific Technology School
Santa Ana, CA

DRAFT VE Log

Date: 27-Sep-17

	Description	Quantity	Unit	Unit Cost	Total
S-5	Replace VCT Floor with Polished Concrete Floor				
	<u>Deduct</u>				
	VCT floor in Gym/Multipurpose area	(4,533)	sf	\$4.95	(22,438)
	<u>Add</u>				
	Polished concrete in Gym/Multipurpose area	4,533	sf	\$10.50	\$47,597
	Subtotal - Replace VCT Floor with Polished Concrete Floor				47,597
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	47,597	x	34%	16,183
	Total - Replace VCT Floor with Polished Concrete Floor				63,779
S-6	Convert Landscape Area At Gymnasium/Multipurpose to Hardscape				
	<u>Deduct</u>				
	Turf and landscaping at Gym/Multipurpose area	(1,710)	sf	\$5.00	(8,550)
	Irrigation at Gym/Multipurpose area	(1,710)	sf	\$3.15	(5,387)
	<u>Add</u>				
	Concrete pavement at landscape area at Gymnasium/Multipurpose area	1,710	sf	\$9.75	\$16,673
	Subtotal - Convert Landscape Area At Gymnasium/Multipurpose to Hardscape				16,673
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	16,673	x	34%	5,669
	Total - Convert Landscape Area At Gymnasium/Multipurpose to Hardscape				22,341
S-7	Cost of Synthetic Rubber Floor (Alternate Bid)				
	<u>Deduct</u>				
	VCT floor in Gym/Multipurpose area	(4,533)	sf	\$4.95	(22,438)
	<u>Add</u>				
	Synthetic rubber floor at Gymnasium/Multipurpose are	4,533	sf	\$12.59	\$57,070
	Subtotal - Cost of Synthetic Rubber Floor (Alternate Bid)				34,632
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	34,632	x	34%	11,775
	Total - Cost of Synthetic Rubber Floor (Alternate Bid)				46,407

EVERY SPACE COUNTS

BERLINER

ARCHITECTS

April 11, 2017

Mr. Frank Gonzalez
Magnolia Public Schools
13950 Milton Ave. Ste 200B
Westminster, CA 92683

Subject: Gym Re-bid Add Service – Magnolia Santa Ana 17-12

Dear Frank,

Thank you for the opportunity to submit this additional services request for the gym re-bid of the gym at the Magnolia Santa Ana School.

SCOPE OF WORK

The Gymnasium was part of the original Magnolia Science Academy project and was approved by DSA. During the bid of the project due to lack of funding, the Gym was taken out of the the contract. The funding is now available and we will be proceeding to bid the project and build per the schedule attached and scope clouded as suggested and planned by NEFF, owner’s CM. Following are the scope:

1. The Gymnasium building as per the original bid documents and incorporating changes that apply to the gym building that were implemented as part of the construction of the classroom building.
2. The portion of the site in the attached site plan shown as yellow (the actual profile may change based on the workability ascertained by NEFF) has to be deducted from the ongoing construction project and added to Gymnasium bid document.
3. Create the bid document with related DSA approved documents – drawings and specifications.
4. Construction administration services, including review of submittals, RFI’s and attending weekly job meetings.
5. Punch list and project closeout with DSA.
6. The bid document may need to be submitted to DSA and be approved by DSA as information purpose only so that the work can be properly delineated and properly inspected by the IOR and the DSA inspectors.
7. See the Schedule attached provided by NEFF. NEFF has recommended that we follow the “Construct after current work” method and shall have bidding process, submittal review, and procurement and construction phases.

Every Space Counts

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T. 310.838.2100

5976 Washington Boulevard

Culver City, CA 90232

1

Gym Re-bid Proposal – Magnolia Santa Ana 12-27.4
April 11, 2017

NOT IN SCOPE OF WORK

- Any changes in the design requested by Magnolia.
- Revisions requested by DSA
- Fees for the CA phase are based on the 40 week construction schedule provided by NEFF construction at 12 hours /week for the PM/PA and 4 hours/ week for design support. If construction runs longer than 40 hours a week due to circumstances out of our control the additional time will be billed on a time and materials basis.

FEES

Berliner Architects , see attached fee calculation	\$128,330.00
SUBTOTAL BERLINER ARCHITECTS LABOR	\$128,330.00
Saiful Bouquet – Structural Engineers	\$33,000.00
Design West Engineering – MEP Engineers	\$14,875.00
Brandow & Johnston – Civil Engineers	\$13,000.00
Ahbe – Landscape Architects	\$6,500.00
SUBTOTAL CONSULTANT LABOR	\$67,375.00
5% Consultant Coordination Fee	\$3,368.00
TOTAL LABOR COST	199,074.00
Estimated Reimbursables	\$9,954.00
MAXIMUM FEE (Not to Exceed)	\$209,027.00

REIMBURSABLE COSTS

Reimbursable costs will be billed at cost plus 7.5%. These costs include reproduction of drawings and documents, postage, long distance phone calls, conference calls, and renderings and models to be used for public hearings, fund raising, etc. beyond those prepared during the design process.

SCHEDULE

See Attached.

Every Space Counts

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Gym Re-bid Proposal – Magnolia Santa Ana 12-27.4
April 11, 2017

PAYMENTS AND TERMS

Please note that we anticipate payment of invoices within 30 days of the invoice date. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to past due accounts. Berliner Architects reserves the right to terminate the performance of services without waiving any claims or rights against the client and without liability whatsoever if payment is past due the 30-day period.

CHANGES IN SCOPE

Any changes in scope will be submitted in writing in the form of a Work Authorization and no work will be done until specifically authorized by Magnolia Public Schools. Hourly billing rates are as follows:

Principal, Richard Berliner	\$205.00 / Hour
Project Manager / Architect, Prithwish Gupta	\$145.00 / Hour
Drafting and Design	\$ 85.00-\$110.00 / Hour

Please contact me with any questions regarding this request. We look forward to continuing our work with Magnolia Public Schools.

Sincerely yours,

BERLINER ARCHITECTS



Richard Berliner, AIA, NCARB, LEED AP

05/10/17

Accepted for Magnolia Public Schools

Date

Fee Calculation Form

BERLINER
ARCHITECTSDate: April 11, 2017
Project: Magnolia Santa Ana Gym
Job #: 17-12

	Principal	Project Manager	Project Architect	Architect	Interior Designer	Designer	Draft/Jr. Des.	Total	NOTES
Phase 1 - Info. Collection / Pre Design									
Field Survey & Research								0	
Create Base CADD								0	
Meetings								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 2 Schematic Design / Pricing									
Plans								0	
Elevations / Sections								0	
Details								0	
Finishes/Specs								0	
Meetings								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 3 Design Development									
Plans								0	
Elevations/ Sections								0	
Details								0	
Coordination								0	
Finishes/Specs								0	
Meetings								0	
Quality Control								0	
Models								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 4 Construction Documents									
Plans	1	12					20	33	
Elevations / Sections	1	12					20	33	Create Bid Documents - 6 weeks
Details	1	8					20	29	PM - mtg @ 4hrs/wk
Coordination		16						16	PA - coord+mtg+QC @ 16 hrs/wk
Finishes/Specs	1	8						9	Des - 24 hrs/wk
Meetings		8						8	
Specifications		8						8	
Quality Control		8						8	
Subtotal Hours	4	80					60	144	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ 820	\$ 11,600	\$ -	\$ -	\$ -	\$ 5,700	\$ -	\$ 18,120	
Phase 5 Plan Check									
Bldg. Dept. / DSA Review								0	Assumes no plan check with DSA
Pick Up Corrections								0	
Consultant Coordination								0	
Back Check								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 6 Bidding Support									
Respond to questions	2	38					20	60	
Meetings		8						8	Bid - 6 weeks
Subtotal Hours	2	46	0	0	0	20	0	68	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		PA/PM - 8 hrs/wk
Total	\$ 410	\$ 6,670	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 8,980	Des - 20 hrs
Phase 7 Construction Administration									
Respond to RFIs		150					80	230	
Review Shop Drawings and Submittals		160					80	240	Submittals - 9 weeks
Coordination		100						100	PA/PM - 12 hrs/wk
Meetings	8	172						180	Des - 4 hrs/wk
Subtotal Hours	8	582	0	0	0	160	0	750	Procurement + Construction - 40wks
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		PA/PM - RFI+Coord+Site Visits - 12 hrs/wk
Total	\$ 1,640	\$ 84,390	\$ -	\$ -	\$ -	\$ 15,200	\$ -	\$ 101,230	Des - 4 hrs/wk
Total Hours On Project	14	628	80	0	0	240	0	962	
TOTAL ARCHITECTURAL LABOR COST	\$ 2,870	\$ 102,660	\$ -	\$ -	\$ -	\$ 22,800	\$ -	\$ 128,330	
Landscape Architect - AHBE								\$ 6,500	
Structural Engineer, Saiful Bouquet								\$ 33,000	
Mechanical / Plumbing / Electrical Engineer/Fire, Design West								\$ 14,875	
Civil Engineer, Brandon and Johnston								\$ 13,000	
TOTAL CONSULTANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,375	
5% CONSULTANT FEE MARKUP								\$ 3,368.75	
TOTAL LABOR COSTS	\$ 2,870	\$ 102,660	\$ -	\$ -	\$ -	\$ 22,800	\$ -	\$ 199,074	
ESTIMATED REIMBURSABLES								\$ 9,954	
TOTAL PROJECT COST	\$ 2,870	\$ 102,660	\$ -	\$ -	\$ -	\$ 22,800	\$ -	\$ 209,027	

MSA-Santa Ana Gym Construction Development Schedule January 11, 2016

Activity ID	Activity Name	Orig Dur	Start	Finish	Predecessors	Successors
Magnolia Gym	Gymnasium Project	349	01/04/16	05/16/17		
A3280	Existing Classroom & Building Construction	349	01/04/16	05/16/17		
A3280	01/04/16* - 01/05/16*	128	01/04/16*	06/30/16		A3290
A3280	02/01/16 - 02/01/16	20	01/05/16*	02/01/16		A1000
A3270	02/11/16* - 02/11/16*	1	02/11/16*	02/11/16		A1010
A1000	02/12/16 - 02/12/16	1	02/12/16	02/12/16	A3270	A1010
A1010	02/15/16 - 03/11/16	20	02/15/16	03/11/16	A1000	A1020
A1020	03/14/16 - 03/18/16	5	03/14/16	03/18/16	A1010	A1030
A1030	03/21/16 - 04/15/16	20	03/21/16	04/15/16	A1020	A1040
A1040	04/18/16 - 04/22/16	5	04/18/16	04/22/16	A1030	A1060, A1050
A1050	04/25/16 - 06/27/16	45	04/25/16	06/27/16	A1040	A3170
A3170	06/28/16 - 07/26/16	20	06/28/16	07/26/16	A1050	A1060
A3280	07/29/16 - 07/29/16	20	07/29/16	07/29/16	A3280	A1060
A1060	08/01/16 - 08/01/16	1	08/01/16	08/01/16	A1040, A3170, A1050	A1070
A1070	08/02/16 - 12/16/16	95	08/02/16	12/16/16	A1060	A3190
A3190	12/19/16 - 05/16/17	105	12/19/16	05/16/17	A1070	

Date	Revision	Ch...	Approved

Magnolia Gym
Page 1 of 1

 Progress
 critical
 REMAIN





AUTHORIZATION FOR PROFESSIONAL SERVICES ADDITIONAL SERVICES

251

PROJECT: Magnolia Pacific Technology- Santa Ana
B&J W.O. 1220022

ADD. SERV. NO.: 3
DATE: April 7, 2017

REQUESTED BY: Richard Berliner
Berliner and Associates Architecture

DATE REQUESTED: April 7, 2017

SIGN AND RETURN ONE COPY TO: Brandow & Johnston, Inc.

SCHEDULED START: April 7, 2017

DESCRIPTION OF ADDITIONAL SERVICES:

Pursuant to your request, **Brandow & Johnston (B&J)** is submitting for your approval this request for authorization of additional services, related to civil engineering design revisions for the above mentioned project.

The work associated with these tasks is a result of additional civil engineering services that were not part of our original agreement or any prior requests for authorization of additional services. The civil engineering work associated with these tasks will be performed at a fixed fee basis, per the scope elements listed hereon. The budget associated with this request is our best estimate of time and effort involved in the requested scope of work

Tasks:

1. Revise Civil Drawings to accommodate addition of western building to construction documents.
2. Provide coordination related to ADA comments.
3. Provide Design Team coordination.
4. Attend 2 project meetings.
5. Construction Administration & Closeout (32 hours budgeted)

Assumptions:

- Contractor of main campus to provide as-built topo survey of newly constructed site improvements.
- It is assumed that this scope will be covered by one single design package.

ESTIMATED ENGINEERING FEE: \$13,000

Client: Berliner & Associates Architecture
Project: Magnolia Pacific- Santa Ana

April 7, 2016
Page 2

The above-mentioned work will be performed on a fixed-fee basis in accordance with the General Terms of our original Agreement. Should additional time and cost become necessary we will obtain your approval for amended budget prior to conducting the work.

Should this proposal meet your approval, please sign below, and return it to our office, as an authorization to invoice these additional services. We understand that you will be processing an amendment to the contract for this work, as a part of B&J existing open agreement, and it will be forthcoming within 30 days of your initial approval.

Approved and accepted in accordance with the General Terms of Agreement:

BRANDOW & JOHNSTON, INC. (B&J)
A California Corporation
Gerard M. Nieblas, S.E., President
Licensed Structural Engineer #2723

CLIENT: BERLINER & ASSOCCIATES
5976 Washington Blvd.
Culver City, CA 90232

By: _____
Ed Melo, P.E. C80534
Associate Principal/Director of Civil Engineering

By: _____
Name:
Title:

CLIENT, PLEASE RETURN ONE SIGNED COPY OF AGREEMENT AS AUTHORIZATION TO PROCEED AND SEND ALL AGREEMENT RELATED CORRESPONDENCE TO:

Ed Melo, P.E.
Associate Principal/Director of Civil Engineering
Brandow & Johnston, Inc.
700 South Flower Street, Suite 1800
Los Angeles, CA 90017
emelo@bjsce.com



155 N. Lake Avenue, 6th Fl.
Pasadena, California 91101
626.304.2616 (T)
626.304.2676 (F)

www.SaifulBouquet.com

Revised April 11, 2017
April 10, 2017

Mr. Richard Berliner AIA, LEED AP Principal
Prithwish Gupta RA
Project Architect
Berliner Architects
5976 Washington Blvd.
Culver City, California 90232

Subject: Fee Proposal for Structural Services for Magnolia Charter School Gymnasium construction

Dear Richard and Prithwish;

It is our understanding that Magnolia Charter schools is planning to move forward with bidding the Santa Ana gymnasium that was de-scoped from the original project after DSA approval. In connection with this the following scope of work is anticipated:

1. Create a bid document with related DSA approved documents for the Gymnasium. This will consist of crossing out information that does not apply to the gymnasium.
2. The bid document may need to be submitted to DSA and be approved by DSA for informational purposes only. It is not anticipated that the drawings will be plan checked again by DSA.
3. Provide Construction Administration Services for the Gymnasium, including up to 3 site visits. Additional site visits will be based on \$750/visit basis.

In developing this fee proposal we have assumed the following:

- a. There will be no revisions to current design of the Gymnasium
- b. The building code in effect will remain as CBC 2010
- c. There will not be any corrections or comments from DSA to address.

FEES:

We anticipate performing the following tasks in addition to those listed above;

Review of the following material by a lead person (Senior Project engineer or project engineer and select supporting staff to familiarize themselves with the project:

- a. All drawings including architectural MEP, and Structural
- b. The spec and correspondent to date
- c. Computer models and calculations to develop an understanding of the assumptions that were made for design

In addition relevant documents will be reviewed by the Principal in charge to refresh understanding of the project for the purpose of supervising the project

Mr. Richard Berliner Principal
April 11, 2017

Magnolia Pacific School -Gymnasium
Page 2 of 5

We propose an additional lump sum fee as presented below to provide the above services plus reimbursable expenses subject to the assumptions and tasks noted above in the project description.

Items 1 through 3: \$ 33,000 plus reimbursable expenses

Should DSA plan check be required we will perform the work on time and material

We hope this proposal is acceptable. However, should you have any questions please do not hesitate to contact us. We look forward to working with you and the team on this project.

Sincerely,

SAIFUL/BOUQUET, INC.



Mehran Pourzanjani S.E.
Principal,

CC. Shahram Salmasi SE/SBI

AHBE

LANDSCAPE ARCHITECTS

NOTICE OF ADDITIONAL SERVICES #1

DATE	JANUARY 22, 2016	FROM	WENDY CHAN
CLIENT	BERLINER ARCHITECTS	CC	EVAN MATHER, LINDA DALEY
PROJECT	MAGNOLIA PACIFIC TECHNOLOGY SCHOOL		
PROJECT #	112047		
REQUESTED BY	KAI TELLESS		

Based on the information provided to us, we reviewed the additional work required to revise the landscape construction documents. The requested changes require more time than can be absorbed by the present contract. The following is a description of the requested revisions and a fee proposal for our completion of the work.

Description of Additional Services

Magnolia Science Academy – Gymnasium Re-bid

1. Planting and irrigation revisions to the construction documents due to deduction of the area designated as the Gymnasium limit of work.
2. Create planting and irrigation bid construction documents and specifications for the “Gymnasium Re-bid” scope of work.
3. Work relating to Construction Administration services such as bidding process, submittal review, and field observation for “Gymnasium Re-Bid” scope of work.

Cost for Additional Services: \$6,500

Client Approval of Additional Service

Services described herein will be provided upon receipt of Client’s written authorization. Sign below to confirm your approval of the above Additional Services description and fees. Return the signed document to us. Retain a copy for your records.

CLIENT
Berliner Architects

LANDSCAPE ARCHITECT
AHBE Landscape Architects

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE SIGNED

DATE SIGNED

5151 Shoreham Place, Suite 240
San Diego, CA 92122
Tel: 619-330-6043
Email: cadd@designwesteng.com



275 W. Hospitality Lane, Suite 100
San Bernardino, CA 92408
Tel: 909-890-3700 Fax: 909-890-3770
Email: info@designwesteng.com

DESIGN WEST ENGINEERING

Date: April 10, 2017
Company: Berliner Architects
5976 Washington Blvd.
Culver City, CA 90232
Attention: Richard Berliner
Subject: Magnolia PTS Charter School
Gymnasium Re-Bid
Our Proposal #12-269 AS-1

PROPOSAL FOR ENGINEERING SERVICES – AS-1 GYMNASIUM RE-BID

The following proposal is based on plans and information received to date. If accepted, this proposal will become the contract for services rendered.

We intend to provide Mechanical, Electrical, Plumbing and Fire Sprinkler Engineering Services for the Magnolia PTS Charter School project for Gymnasium Re-Bid in the amount of **\$14,875.00**. Services to include revision of existing DSA approved sheets as necessary to perform re-bid, update of the plans from any lessons learned from Phase 1 of project and additional Construction Administration scope required for the now staggered construction schedule. Construction Administration includes 3 CA Site Visits.

Payment for services rendered outlined above shall be as stated in the original contract for the above referenced project.

In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

If the above terms and conditions meet with your approval, please acknowledge below by signing and returning a copy to our office.

Respectfully,


Steven Johnson
Design West Engineering

Accepted by: _____

Date: _____

Client Job Number _____

DWE Proposal Number 12-269 AS-1

If any portion of this transmission is illegible or incomplete, please notify our office

CONSTRUCTION MANAGEMENT CONSULTING AGREEMENT

This Construction Management Consulting Agreement (this "Agreement") is entered into on August 16, 2017 by and between Magnolia Public Schools (the "Owner"), and GAFCON, INC., a California corporation ("Construction Manager") concerning the project set forth on Exhibit A ("Project"). The Owner and the Construction Manager agree as follows:

1. SERVICES

1.1 The Construction Manager shall provide pre-construction and construction management services as set forth in the Scope of Work attached as Exhibit A.

2. CONSTRUCTION MANAGER'S FEES AND REIMBURSABLE EXPENSES

2.1 The Owner shall pay the Construction Manager a not to exceed fee in the amount of One Hundred Eighty-Three Thousand Six Hundred Nineteen Dollars (\$183,619.00). Work will be performed in accordance with the hourly rates set forth attached as Exhibit B. Work will be substantially completed within three hundred sixty-five (365) calendar days from Notice to Proceed (NTP).

2.2 **Reimbursable Expenses:** The Owner shall reimburse the Construction Manager for all out-of-pocket expenses associated with the Scope of Work, plus an administrative fee equal to ten percent (10%) of the expenses. The following are examples of the various expenses that are typically related to the Construction Manager's services; however, these examples are not intended to be inclusive of all potential reimbursable expenses:

- (a) Postage, shipping, couriers, telephone expenses, facsimiles and copies.
- (b) Blueprinting, photo reproducing and photography for jobsite surveys or related activities.
- (c) Mileage costs for additional services shall be charged at the prevailing IRS rate to and from the project site and the Construction Manager's office. Normal travel for services under this agreement will not be charged.
- (d) Software licenses, support and maintenance fees related to the services.
- (e) Telecommunications, internet and hosting fees, not including normal and customary phone charges.
- (f) Office set-up for new site locations including but not limited to, physical location rentals, furniture and technology rentals, equipment rental/leases and moving expenses.

In the event the Owner terminates the Construction Manager's services prior to the expiration of this Agreement, the Owner shall reimburse the Construction Manager for all of the previously incurred reimbursable expenses

2.3 **Invoicing:** The Owner shall pay each invoice within thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days will accrue interest at the annual rate of seven percent (7%) until paid.

3. TERM

3.1 **Initial Term:** The term of this Agreement shall commence on the date set forth above. The Construction Manager's obligations to perform the services shall terminate upon the earlier of the following: (a) completion of the Scope of Work, (b) termination by the Owner, in accordance with Section 3.2, below or (c) termination by the Construction Manager in accordance with Section 3.3, below. Upon termination, the Construction Manager shall immediately stop performing the services and shall generate a final invoice for fees and reimbursable expenses incurred up until the date of termination.

3.2 **Termination by the Owner:** The Owner, may terminate this Agreement (except for those provisions of this Agreement that survive termination) at any time for any reason by (a) giving fifteen (15) days' written notice to the Construction Manager.

3.3 **Termination by the Construction Manager for Cause:** The Construction Manager may terminate this Agreement if: (a) the Owner, fails to pay the Construction Manager's invoice within thirty (30) days of the invoice date, and is given ten (10) days written notice to cure but does not cure or (b) the Project scope is materially changed or completion of the Project is delayed by more than three (3) months, or (c) the Owner, breaches any of its material obligations under this Agreement and fails to cure the breach within fifteen (15) days of written notice of such breach.

4. THE OWNER'S DUTIES

4.1. **Authorized Representative:** The Owner's instructions to and direction of the Construction Manager shall be made and given by Jonathan Dean (the Authorized Representative"). The Construction Manager may rely on the instructions or direction of the Authorized Representative. Any change of the Authorized Representative must be made in writing by the Owner.

4.2. **Indemnification by the Owner:** The Owner, shall defend, indemnify, and hold harmless the Construction Manager and its principals, directors, officers, agents, employees, parents, subsidiaries and other affiliates, and each of their respective successors and assigns from and against any and all damages, claims, lawsuits, proceedings, actions, costs and expenses (including, without limitation, attorneys' and other the Construction Managers' fees and reimbursable expenses) to the extent found to be caused by of the Owner's gross negligence or intentional misconduct. The obligations set forth in this paragraph survive the termination of this Agreement, or the completion of the services.

4.4 **Agreement with Contractor(s):** The Owner, agrees to require in its contract with the Contractor(s) that the Contractor(s) specifically name Gafcon, Inc. as an additional insured on Contractor(s) policies by an ISO endorsement CG 2010 4/13 and CG 2037 4/13 combination or its approved or equivalent and that the Contractor(s) provide that same indemnification to Gafcon, Inc. as it provides to the Owner.

5. INDEMNIFICATION BY THE CONSTRUCTION MANAGER.

5.1. **Indemnity by The Construction Manager:** The Construction Manager shall defend and hold harmless and indemnify the Owner, from any and all damages, claims, lawsuits, proceedings, actions, costs and expenses to the extent found to be caused by the Construction Manager's gross negligence or willful misconduct or failure to materially perform under this agreement. The

Construction Manager is not in any way responsible or liable for defects or deficiencies in the work product of any consultant, contractor, subcontractor, or material supplier in connection with the Project. The Construction Manager shall not be held responsible for the errors, omissions, defects, or failures of the Owner, its contractors, consultants, subcontractors, or material suppliers for their failure to perform their services in accordance with their contracts, applicable building codes, or other standards of care.

5.2. **Limitation of Liability:** In no event may the Construction Manager or Owner be liable to each other for any special or consequential damages, either in contract or tort, whether or not the possibility of such damages is disclosed to the Construction Manager in advance or could have been reasonably foreseen by the Construction Manager.

6. THE CONSTRUCTION MANAGER'S INSURANCE REQUIREMENTS.

6.1. **The Construction Manager's Insurance:** At all times while performing the services, the Construction Manager shall maintain policies of errors and omissions, vehicle and general liability insurance and worker's compensation insurance. The Construction Manager's liability insurance must identify the Owner, as an additional insured and provide for notice to the Owner, from the insurance carrier at least thirty (30) days before the cancellation of the policy. The Construction Manager shall provide general liability and automobile insurance coverages of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. The Construction Manager shall specifically name the "Magnolia Public Schools" as an additional insured on Contractor(s) policies by an ISO endorsement CG 2010 4/13 and CG 2037 4/13 or its approved equivalent.

6.2 **Workers Compensations Insurance:** The Construction Manager shall maintain worker's compensation insurance for all its employees performing work on behalf of the Construction Manager for the Owner.

7. GENERAL PROVISIONS

7.1. **The Construction Manager as Independent Contractor:** The Construction Manager shall perform the services as an independent contractor having control over the manner in which the services are performed.

7.2. **Non-Solicitation of Employees:** The Owner may not solicit or hire any of the Construction Manager's employees or contractors within one (1) year after the completion of all of the Construction Manager's Scope of Work.

7.3. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of California, irrespective of California's choice of law principles.

7.4. **Further Assurances:** Each party to this Agreement shall execute and deliver all instruments and documents and take all actions as may be reasonably required or appropriate to carry out the purposes of this Agreement.

7.5. **Venue and Jurisdiction:** All actions and proceedings arising in connection with this Agreement shall be litigated exclusively in the Superior Court located in the County of Orange, State of California.

7.6. **Counterparts and Exhibits:** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one (1) contract. All exhibits attached to and referenced in this Agreement are incorporated into this Agreement.

7.7. **Attorney's Fees:** The prevailing party in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement shall recover from the unsuccessful party all costs, expenses, and actual attorney's fees (including expert witness fees and reimbursable expenses) relating to or arising out of: (a) the Proceeding (whether or not the Proceeding proceeds to judgment), and (b) any post judgment or post award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorney's fees.

7.8. **Modification:** This Agreement may be modified only in writing executed by both parties.

7.9. **Prior Understandings:** This Agreement contains the entire and final Agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to the subject matter.

7.10. **Partial Invalidity:** Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability.

7.11. **Successors and Assigns:** Neither party may voluntarily or by operation of law assign, hypothecate, delegate or otherwise transfer or encumber all or any part of its rights, duties or other interests in this Agreement without the prior written consent of the other party. Any such transfer in violation of this paragraph is void. Subject to the foregoing and any other restrictions on transferability contained in this Agreement, this Agreement is binding upon and inures to the benefit of the successors and assigns of each party to this Agreement.

7.12. **Notices:** Each notice and other communication required or permitted to be given under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon: (a) hand delivery to the other party, (b) three (3) business days after the Notice has been deposited with the United States postal service as first class certified mail, return receipt requested, postage prepaid, and addressed to the party as set forth below, or (c) the next business day after the Notice has been deposited with a reputable overnight delivery service, postage prepaid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Owner:

Ms. Caprice Young, CEO & Superintendent
MAGNOLIA PUBLIC SCHOOLS
250 E. 1st Street, Suite 1500
Los Angeles, CA 90012
(213) 628-3634
cyoung@magnoliapublicschools.org

To the Construction Manager: Mr. Robin Duveen, Chief Operating Officer
GAFCON, INC.
5960 Cornerstone Court West, Suite 100
San Diego, California 92121
858.875.0010
rduveen@gafcon.com

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive Notices given in accordance with this paragraph.

7.11. **Waiver:** Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

7.12. **Drafting Ambiguities:** Each party to this Agreement and its legal counsel have reviewed and revised this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

7.13. **Third Party Beneficiaries:** Nothing in this Agreement is intended to confer any rights or remedies on any person or entity other than the parties to this Agreement and their respective successors-in-interest and permitted assignees, unless such rights are expressly granted in this Agreement to another person specifically identified as a "Third Party Beneficiary."

Owner:

Construction Manager:

MAGNOLIA PUBLIC SCHOOLS

GAFCON, INC.,
a California Corporation



Caprice Young, CEO & Superintendent



Robin Duveen, Chief Operating Officer

09/11/17



Date

Date

[APPROVED BY LEGAL]

EXHIBIT A

I. PROJECT DESCRIPTION

The scope of the project includes construction of the Gymnasium building, connecting utilities for the pull boxes already existing at the site as shown in the drawings and portion of site work including lunch tables, benches and 2 shade structures as shown in drawings/specifications.

The gymnasium building is a 6,509 sqft, Type V A, fully sprinklered building with automatic fire alarm system. It is a CMU building with steel and metal deck roof structure and metal stud framing.

The drawings and specifications including the general conditions are already approved by DSA, see APP 04-112861 in the tracker. DSA box is already operational based on the completed school building is still in operation. Portion of the DSA approved buildings and site is already built. The area built is already updated in the DSA box by the IOR and the A-E consultants and has no deviations. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

The building pad is already available, built during the construction of the school building and the associated site work and certified by the owner's Geotechnical engineer. The owner to provide the certification.

The school is operational and the area of the construction must be fenced off to ensure proper safety and functioning of the existing school and their needs. The CM firm shall determine and provide a special condition section that deals with special site conditions of this project including issue related to site access to the construction site, staging areas, protecting the already built elements, construction related safety, maintaining access to the fire lane, etc. Please note that part of this project is closed and obtained DSA certification #1 for the DSA project APP 04-112861.

The duration of construction for the Gymnasium and associated site work is anticipated to be nine (9) months. The overall project is anticipated to be twelve (12) months inclusive of bid/award, construction and close-out phases.

II. SCOPE OF WORK

A) GENERAL

- 1) Work with Magnolia Public Schools staff, architects, consultants, general contractors, sub-contractors and all other required agencies for the successful completion of a State funded project;
- 2) The consultant and assigned personnel selected will be precluded from performing architectural or construction services;
- 3) Assist the Charter and in determining construction budget and cost estimates; and,

- 4) Work with the Charter in the coordination and quality control of all project documentation. Prepare progress/status reports for cost, schedule, quality, etc. Reports are required throughout the duration of the project to be submitted on monthly basis (or as needed) for review by the Charter.

B) BID/AWARD CONSTRUCTION MANAGEMENT PHASE

- 1) Assist Magnolia in its efforts to generate local bidder participation in the construction program, and provide information regarding upcoming projects to local bidders.
- 2) Coordinate and assist the Charter in the generation of "request for advertisement" forms for projects entering the bid process. The Charter shall place public advertisements for upcoming project bids;
- 3) Develop and issue project specifications and general conditions in cooperation with Architect and Owner's Authorized Representative;
- 4) Coordinate and conduct, in conjunction with the Charter and its architect, project pre-bid conference(s);
- 5) Coordinate with the Charter and its consultant(s) to document and formally respond to bidder inquiries. Work with the architect to issue addendum documents for bid packages, when necessary. Advise the Charter of cost, schedule and construction impacts resulting from the inclusion of addendum documents for bid packages;
- 6) Assist the Charter and the Charter's architect in the issuance of the Notice of Award and Notice to Proceed for each construction contract.

C) CONSTRUCTION MANAGEMENT PHASE

- 1) Consultant and assigned personnel shall be fully experienced in the coordination of construction projects utilizing identified construction delivery methodologies;
- 2) In conjunction with the Charter and the Charter's architect, coordinate and conduct project pre-construction conferences
- 3) Consultant and assigned personnel shall work with Charter and its architects to insure existence and maintenance of complete files of all project documentation which shall include but not be limited to the following: design documents, estimates, bid documents, construction contracts, payment invoices, requests for information ("RFIs"), contractor's submittals and shop drawings, change orders, claims, schedules, and correspondence;
- 4) Serve as the Charter's representative along with other consultants, including the Charter's architects and inspectors, for the administration of the construction contract(s) as provided under the General Conditions of each project. When appropriate, make recommendations to the Charter for exercising the Charter's prerogatives under the construction contract(s) for the project;

- 5) Implement and coordinate the Charter's construction standards. Consultant and its assigned personnel shall adopt standard procedures for document control and formats as identified for the documents including, but not limited to, bid documents, contract documents, payment invoices, schedules, program status reports, requests for information (RFI), change orders, claims, etc. The consultant, working with the Charter and its architect, must assist with the development and maintenance of a cost loaded multiple project schedule detailing all project activities and implement logging and tracking of all project related information, including, but not limited to, contracts, payments, correspondence, and cost worksheet data;
- 6) Attend all regular job-site progress meetings, distribute meeting minutes, unless otherwise noted or agreed to by Charter or its other consultants and representative(s);
- 7) Along with the project architect and Owner's Authorized Representative, coordinate activities with the Charter's Inspector(s) of Record ("IOR") for each project and other technical inspection and testing agencies. File and distribute as appropriate all inspection reports;
- 8) Receive and review the Contractor's detailed cost-loaded baseline construction schedule for conformance to the contract requirements. Receive and review the Contractor's detailed "Schedule of Values" for front end loading and compliance with contract requirements. Distribute the approved schedule to the Charter, the Charter's architect, and other involved parties;
- 9) Utilize the Contractor's approved baseline schedule and schedule of values to establish, update, maintain and distribute the project schedule;
- 10) Receive and review the Contractor's monthly schedule update and progress payment request. Review and confirm monthly Contractor payment requests with Charter architect and IORs. Review the progress of construction and observe work in place and stored materials, and evaluate the percentage complete of each activity shown on the contractor's construction schedule. Identify with the contractor any current or potential delay(s) to the completion schedule, and require appropriate contractor corrective action, including submittal or recovery schedule(s), where appropriate or advisable. Review certified payroll and verify compliance with applicable (e.g., administrative) guidelines, as requested or directed by Charter
- 11) Work with the Charter's architect in the evaluation of contractor change order proposals ("Change Orders") for time and price, and make recommendations for Charter action. Assist the Charter and Charter architect in the negotiation of Change Order cost and time extensions, and requirements for documenting Change Orders, and document packaging pertaining to Change Orders. Provide project cost estimating, as requested by Charter;
- 12) Prepare, file, and distribute Project Status Reports as requested by the Charter. Prepare and distribute logs reflecting status of Change Orders, claims, contractor submittals, shop drawings and RFIs;
- 13) Perform a claim entitlement analysis of all contractor claims, including but not limited to, an analysis of the impact on cost(s) and project schedule, and prepare recommendations

to the Charter and Charter architect regarding appropriate action and response to contractor claims. If requested by the Charter, negotiate claims from the Contractor on the behalf of the Charter, including recommendations concerning settlement, in conjunction with and subject to recommendations of Charter legal consultants;

- 14) Coordinate the receipt and storage of Charter-furnished, contractor installed materials and equipment;
- 15) Assist and coordinate with the Charter architect and IOR to prepare a "punch list" of items pending substantial and final completion of a project(s). Verify to Charter and Charter architect the contractor(s) completion and corrective action for each punchlist items, and recommend actions in event of contractor's failure to take corrective action or other necessary actions relative to said punch list;
- 16) Schedule, coordinate and assist the Charter in the occupancy of the completed project or portions thereof.

D) CONTRACT CLOSE-OUT

- 1) In association with the Charter's architect and Owner's Authorized Representative, receive and review operations and maintenance manuals, and warranties and guarantees as required under the contract provisions.
- 2) In association with the Charter's architect and Owner's Authorized Representative, receive and review project record drawings and as-builts, and assist the Architect and Contractor in the filing of these documents with the Charter. (Note: Format of record drawings to be determined for each project, usually hard copy plus AutoCAD and PDF).
- 3) Coordinate and schedule training sessions for Charter personnel, and verify that the Contractor's obligations are fulfilled.
- 4) Make a final review of the project(s) in conjunction with the Charter's architect, Owner's Authorized Representative and IOR at the conclusion of all corrective action. Provide a report to the Charter indicating whether the work is acceptable under the contract documents (including any addenda or change orders), and recommend final payment and the recordation of a notice of completion in conjunction with the Charter's architect and other Charter representatives or staff.
- 5) Assist the Charter and the Charter's architect in the preparation and submittal of the final project accounting and closeout report(s) including (but not limited to) all Division of State Architect ("DSA"), California Department of Education ("CDE") and State Allocation Board ("SAB")/Office of Public School Construction ("OPSC") forms as may be required or needed.

E) POST CONSTRUCTION FOLLOW-UP

- 1) Provide the Charter and Charter architect with one (1) year post construction follow-up for Contractor warranty and guarantee items.



EXHIBIT B

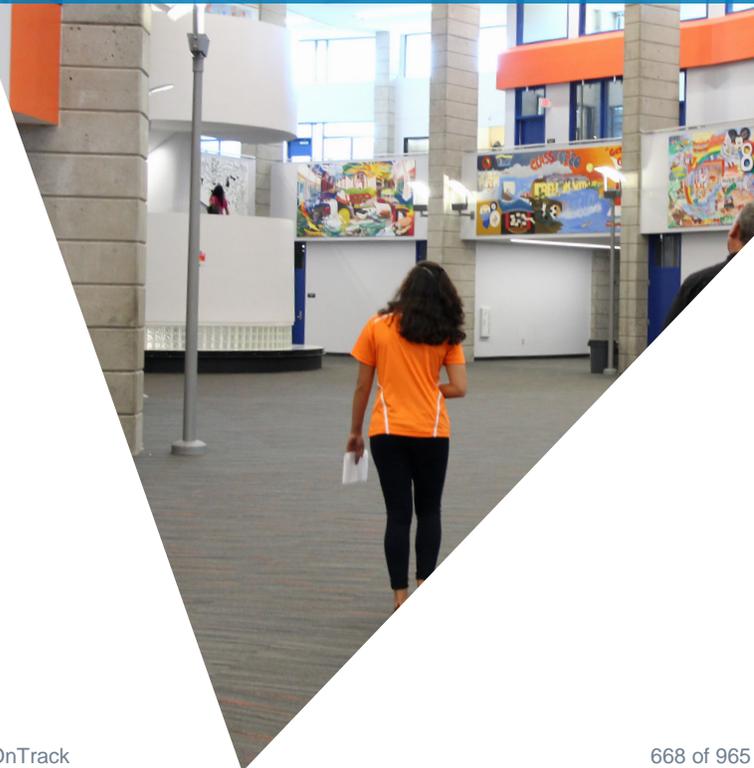
2017 GAFCON HOURLY RATE SCHEDULE

Principal-in-Charge	\$265/hr
Construction Manager	\$160/hr
Assistant Construction Manager	\$115/hr
Charter School Advisor (as-needed)	\$170/hr
Estimator	\$150/hr
Scheduler	\$130/hr



7.31.2017
**REQUEST FOR
PROPOSALS**

**MAGNOLIA SCIENCE ACADEMY, SANTA ANA
CONSTRUCTION MANAGEMENT SERVICES | GYMNASIUM PROJECT**





July 31, 2017

Frank Gonzalez
c/o Magnolia Education & Research Foundation
250 E 1st Street, Suite 1500
Los Angeles, CA 90012

**RE: Proposal for Construction Management Services for
Gymnasium**

Dear Mr. Gonzalez:

Magnolia Public Schools (Charter) is adding to the quality of education by constructing a new Gymnasium to complement the new Magnolia Science Academy in Santa Ana. This Gymnasium will require a Construction Manager who understands the unique challenges of working on an active campus and the ability to coordinate construction within tight site constraints.

Gafcon, Inc. (Gafcon) has worked with several similar school districts, including **Our Community Charter School, Accelerated Charter Schools** and **Ocean Charter School**, providing construction and project management advisement for complex projects powering our local, vibrant school communities. This means that the Gafcon team has a wealth of lessons-learned and benefits to offer the Charter in order to support your goals in a cost-effective manner. We explore just a few below.

Gafcon is an established firm with **30 years of experience delivering public works projects**. Within that time, we have contributed our expertise to **more than \$46B in education bond programs throughout Southern California** – making Gafcon a leader in the delivery of school facilities. This experience will benefit the Charter by having a wealth of resources at your fingertips who are exceptionally **knowledgeable of applicable laws and requirements for K-14, higher education, and other public works projects**.

Our team will be led by **Principal-in-Charge, Ron Takaki, AIA, LEED AP**, our primary point-of-contact for the Charter. He offers exceptional executive management oversight experience for K-14 clients, working with owners to understand their goals and how best to meet their needs. Ron is joined by **Construction Manager Mike Lengyel**, who has delivered **hundreds of facilities projects, including fitness centers and gymnasiums, for schools throughout Southern California**. We have also included **Charter School, Ray Rodriguez**, for his **specialized expertise in delivering charter school projects** and successful 25+ year history delivering projects both as a consultant and working directly for California school districts. The team offered within provides the Charter an incredible depth of expertise delivering value-centric customized approaches and methodologies that achieve our clients' goals, leveraging K-14-based lessons-learned to provide immediate value to the Charter.

Gafcon offers the Charter a team of **true construction managers** with experience delivering projects similar to the Charter's Gymnasium. This experience means that we are ready to add value to your project the moment our boots hit the ground. And our boots are ready and waiting.

Sincerely,
Gafcon, Inc.

A blue ink handwritten signature, appearing to read "Robin Duveen", written in a cursive style.

Robin Duveen
Chief Operating Officer

5960 Cornerstone Court West, Suite 100, San Diego, CA 92121 // 858.875.0010 // gafcon.com

SECTION 1

Cover Page



Proposal for Construction Management Services, MSA Santa Ana Gym Project

July 31, 2017

A. FIRM CONTACT

Gafcon, Inc.

Ron Takaki, VP Operations
600 Wilshire Boulevard, Suite 950
Los Angeles, CA 90017
818.645.9087
RTakaki@gafcon.com

B. LICENSES

- **Legal Form:** California C Corporation, 1987
- **Firm Principals:** Yehudi Gaffen, CEO; Robin Duveen, COO
- **Total Employees:** 120

C. RESUMES OF FIRM'S PRINCIPALS

Yehudi "Gaf" Gaffen, Chief Executive Officer

Gaf has more than 35 years of program and construction management experience. In 1987, Gaf formed Gafcon, Inc. to fulfill his vision of bringing together motivated and talented professionals to serve clients in all aspects of construction and development. Under his leadership, Gafcon has grown into one of Southern California's most respected program/construction management firms. Gaf has contributed to the success of over \$15B worth of education programs and projects. The Charter will have his focused and continuous attention from beginning to end to monitor and oversee the quality and responsiveness of our services. Gaf holds a Bachelor of Science in Building Science, University of Cape Town, Republic of South Africa.

Robin Duveen, Chief Operating Officer

Robin has more than 20 years of experience in program, project and construction management. Robin has a great working relationship with the owners, architects, contractors and consultants. Robin is noted for his ability to lead, manage, motivate, and inspire project teams to produce at exemplary performance levels. He places a high priority on quality, budget / cost planning and control, schedule management and contract management. As COO, Robin is responsible for overall operations of the firm. Prior to his position as COO, Robin was responsible for Gafcon's Los Angeles Operations and was the Program Manager on the \$300M Sweetwater Union High School District bond program. Robin has a Bachelor of Science Degree in Construction Management from Cape Technikon University.

D. KEY PERSONNEL

Resumes for our proposed personnel have been included in the following pages.

SECTION 2

General Information



RON TAKAKI, AIA, LEED AP

Principal-in-Charge

Value to the Charter // Ron has more than 35 years of executive level experience leading architectural and engineering teams in the design of large, complex projects.

In his role of VP of Project Operations, Ron oversees operations and management responsibilities on Gafcon construction projects including resource management, productivity, project reporting, and professional development. Ron also leads Gafcon’s Program Management Plan standardization, QA/QC, and oversees employee professional development and training.

Project-Specific Responsibilities // Ron will be the Charter’s principal point-of-contact. He will make sure that the Charter and the team have the resources necessary to manage your project.

DETAILED WORK EXPERIENCE

The Accelerated Schools, Los Angeles // Accelerated Charter Elementary School (ACES) // \$26M // Los Angeles, CA // Principal
 The project added 50,000 SF of classroom, administrative, multi-use, food service and outdoor athletic and play-spaces over a subterranean parking structure. The project is located in a tight urban site, located adjacent to \$65 million first phase of The Accelerated School (middle and high school), where Gafcon was also construction manager.

University of California, Los Angeles // Weyburn Terrace Graduate Student Housing // \$102M // Los Angeles, CA // Senior Project Manager
 The project added 275,000 gross square feet of space in two new buildings in the southwest zone of the campus. The project included a residential development, which varies in height from six to nine stories and accommodates 500 studio apartment units, and a commons building that houses meeting and reception spaces, administrative offices and academic and student support functions. Ron provided constructability review on this LEED Gold Project.

Grossmont- Cuyamaca Community College District // Performing Arts Center - Phase 1 // \$35M // San Diego, CA // Oversight
 Phase 1 of this project includes the removal of Buildings 22 A-C and construction of a new 38,680 sq ft 390 seat teaching and performance theater. Ron successfully provided design and constructability review services on this project.

.....
Est. Time Devoted to the Project
 5%

.....
Years with Gafcon
 14

.....
Number of Similar Projects
 50+

.....
Education
 BS, Architecture,
 California Polytechnical
 University San Luis
 Obispo

.....
Registration
 American Institute of
 Architects, Registered
 Architect

 U.S. Green Building
 Association, LEED AP

MICHAEL LENGYEL

Senior Construction Manager



Value to the District // Michael has been a design and construction project manager for the past 27 years and has a broad-base of project management experience in educational facilities and public work projects. He has delivered several successful gymnasium projects, a few of which are highlighted below.

Project-Specific Responsibilities // Michael will be your boots-on-the-ground, monitoring construction and providing solutions and recommendations to keep your project on track for a successful delivery. He will be the main point-of-contact for the Charter, communicating and reporting on the project's progress.

DETAILED WORK EXPERIENCE

Los Angeles Unified School District // District C, District H, LAUSD Central and New Facilities // \$500M // Los Angeles, CA
 Michael led the successful delivery of several **gymnasium** modernization projects for the District, including Jefferson and Roosevelt Elementary Schools. Construction took place on active and operational campuses.

University of California, Santa Barbara // Recreation Center & Aquatic Complex // \$12M // Santa Barbara, CA // Project Management Principal
 80,000 sq ft Type III facility, consisting of racquetball courts, weight rooms, **two gymnasiums**, locker room, administrative offices and two Olympic-size pools.

University of Southern California // Events Center // \$14M // Los Angeles, CA // Project Management Director
 110,000 sf, Type I Athletic Center, consisting of **gymnasiums**, locker rooms, racquetball courts, and offices.

University of California, Santa Barbara // University Center Expansion // \$48M // Santa Barbara, CA // Senior Project Manager
 Expansion and renovation totaling 105,000 SF consisting of administrative offices 33, 000 SF of retail space six food courts, conference center ADA and Life Safety up-grades to the facility.

Orange Unified School District // Canyon High School Modernization// \$69.6M // Orange, CA // Senior Construction Manager
 Though still in the early stages, Michael has been able to look ahead to safeguard the project's budget, realizing the increasing price of steel could have a negative impact. He was able to propose a cost-effective solution that offered an opportunity for the district to **save time on the construction schedule**.

.....
Est. Time Devoted to the Project
 20%

Years with Gafcon
 6

Number of Similar Projects
 100+

Education
 AA, Architecture, Stevens College of Technology

Certification
 LAUSD Owner's Authorized Representative
 OSHA Certified



DAVID RUDGE

Assistant Construction Manager

Value to the Charter // David has proficient training in various BIM programs (Revit and Navisworks), which were recently utilized in consulting on a multi-family project in El Monte, CA. He also recently lead a construction forensic investigation at a \$130 million resort hotel project in Santa Barbara, CA, where his team was responsible for resolving a deficient domestic hot water supply problem. His strengths lie in organization, adaptiveness, and a professional, yet approachable, demeanor.

Project-Specific Responsibilities // David will support Michael by assisting with the project schedule and budget, reviewing change orders and pay applications, assisting in regular and timely reporting of the construction progress, promoting open communication and collaboration between all parties of the construction to ensure that projects are completed with minimal disruptions and delays. David will also be responsible for administrative tasks, such as entering accurate up to date information in the Gafcon Project Management Information System and assisting the Construction Manager as needed.

DETAILED WORK EXPERIENCE

Los Angeles Community College District // BuildLACCD Program // \$9.6B // Los Angeles, CA // Virtual Design and Construction Manger
For the past year, David has been supporting several facilities projects within the LACCD bond program. These projects have included:

- City College - Da Vinci Hall Building
- Valley College - Valley Academic and Cultural Center Building
- Trade Technology - Art and Culinary Arts Building
- East Los Angeles - College Science and Math Building G8
- Southwest College - School of Sciences Building
- Trade Technology - Construction Technology Building

Private Country Club // Club House Construction // \$62M // Newport Beach, CA // Assistant Project Manager

Traditions Gold Club // Fitness Center // La Quinta, CA // Design and Constructability Reviewer

.....
Est. Time Devoted to the Project
 50%

Years with Gafcon
 1

Number of Similar Projects
 8

Education
 BA, Construction Technology, Orange Coast College

HENNIE DEGENAAR, AVS, CPE

Senior Estimator



Value to the District // Hennie has more than 35 years of construction experience and is an expert in all aspects of estimating, value engineering, cost consulting and construction project management for major public and private projects in horizontal and vertical construction. Hennie has developed estimates for all stages from concept and design to construction documents. Additionally, he has performed cost estimate reviews, verification of change order costs, and cost analysis and engineering. Hennie has received awards from the American Society of Professional Estimators for Estimator of the Year and Chapter President of the Year.

Project-Specific Responsibilities // Hennie will provide the Charter and Gafcon team with cost estimating and analysis, value engineering and constructability services during the pre-construction phase. Hennie has provided these services to multiple education construction bond programs as an owner’s representative, construction manager, and as a general contractor. In conjunction with the Charter and Architect, Hennie will review current budget of the construction cost. He will also review and evaluate the current costing information for the project and provide supplement information as needed.

DETAILED WORK EXPERIENCE

Ocean Charter School // Los Angeles, CA // Senior Estimator

Hennie provided preliminary cost estimating for the proposed Ocean Charter School, which included a 10,500 SF **gymnasium** and multi-purpose building.

Los Angeles Unified School District // Central High School #9 // \$87.8M // Los Angeles, CA // Senior Estimator

The project included the construction of a three-story Fine Arts building, cafeteria, four-story dance and administration facility, two-story **gymnasium**, library, two-story music/amphitheater, four-story theater, four-level partially below grade parking; site improvements of the 9.97 acre site, and off-site improvement of adjacent streets.

San Diego Unified School District // Cadman Elementary School Classroom Upgrades // \$1.5M // Senior Estimator

The project included demolition and site work and the construction of a library, **lunch court**, **shade structures**, bathrooms, classrooms, and instructional support spaces.

San Diego Unified School District // Webster Elementary School Classroom Upgrades // \$3.1M // San Diego, CA // Senior Estimator

The project included demolition and site work and the construction of a library, lunch court, covered walkways, bathrooms, classrooms, and instructional support spaces.

.....
Est. Time Devoted to the Project

5%

.....
Years with Gafcon

9

.....
Number of Similar Projects

100+

.....
Education

BS, Quantity Surveying, University of Pretoria

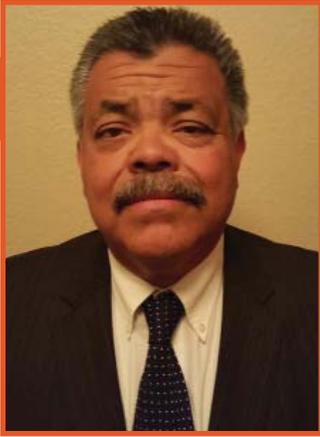
.....
Certifications

Certified Professional Estimator (CPE), American Society of Professional Estimators (ASPE)

Associate Value Specialist

Project Management Certificate and Financial Management Certificate, University of Pretoria, South Africa

OSHA 30-Hour



KIM ROMERO

Senior Scheduler

Value to the Charter // Kim has more than 20 years of experience in scheduling. He has prepared resource- and cost-loaded master program and project-specific schedules for College and K-12 educational new construction buildings and facilities. Kim is also experienced in reviewing of contractors' baseline and monthly schedule updates, evaluation of contractors' requests for time extension, status reporting, funding allocation monitoring, forecasting, and earn value analysis, and preparation of owner parallel schedules.

Project-Specific Responsibilities // Kim will provide CPM scheduling support to the Construction Management team.

DETAILED WORK EXPERIENCE

Grossmont-Cuyamaca Community College District // Bond Program // \$605M // El Cajon, CA // Senior Scheduler

Kim is providing estimating services for various construction projects for the Bond program

Los Angeles Community College District // Mission College // \$47M // Sylmar, CA // Senior Scheduler

Kim is managing the construction schedule for the \$32 million Media Arts Building, and campus wide modernization and renovation projects totaling \$15 million for Los Angeles Mission College. The projects include design-bid-build and design-build contracts for new construction and modernization/renovation projects from NTP through Commissioning and Closeout. He is responsible for creating, updating and monitoring the Los Angeles Mission College master schedule. He is also responsible for reviewing the contractors' baseline schedules for conformance with the schedule specification, monitoring contractors' daily progress, reviewing and monitoring contractors' monthly schedule updates, tracking project costs, preparing owner's Time Impact Analysis and reviewing the contractor's requests for time extensions, preparing cash flow projections and preparing schedule reports.

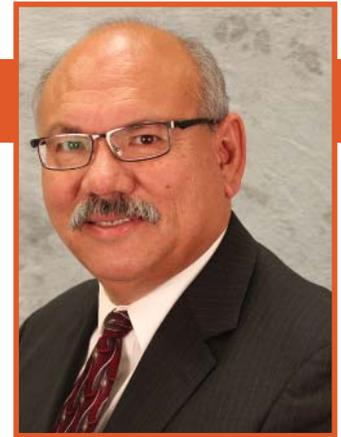
Hacienda La Puente Unified School District // Modernization Program // \$125M // City of Industry, CA // Document Controls Manager/Scheduler

This project involved the renovation and modernization of four elementary schools. Kim provided cost and schedule reporting to the construction managers, and oversaw a staff of four document controls engineers.

-
Est. Time Devoted to the Project
2%
-
Years with Gafcon
2
-
Number of Similar Projects
25+
-
Education
Accounting, Carter Business School
-
Certification
Certified Primavera User
Certified OAR

RAY RODRIGUEZ

Charter School Advisor (As-Needed)



Value to the District // For the past four years, Ray has worked with San Diego Unified School District as a specialist in Charter School project delivery. He brings a unique background that includes working both as a consultant as well as a district-employee, and understands the exact challenges faced by public school administrators, specifically within a Charter School environment. He has worked on several locally-funded and partially state-funded (Prop 1D) projects building elementary and middle schools as well as adding classrooms. Additionally, Ray has represented charter schools as a construction expert in lawsuits against contractors for construction defects and negligence.

Project-Specific Responsibilities // As Advisor, Ray is available to the team to lend his expertise and extensive lessons-learned to improve the delivery of your Gymnasium project.

DETAILED WORK EXPERIENCE

San Diego Unified School District // Propositions S & Z Bond Programs // \$4.9B // San Diego, CA // Senior Project Manager

For the last three years, Raymond has specialized in helping SDUSD develop its **charter school construction and modernization projects**, managing upwards of 25 concurrent projects and overseeing other projects in the program. His projects are funded by Proposition Z, from which SDUSD set aside \$350 million specifically for charter schools. As project manager, he oversees projects from the initial pre-schematic phase through project close-out. Responsibilities include updating schedules and budgets and communicating project status updates with the client. Additionally, Raymond manages the Gafcon Charter School Committee. The primary challenge for these projects is the acquisition of appropriate sites - the CEQA and EIR processes required typically take longer than most sellers are willing to hold properties. Raymond is particularly passionate about charter schools because of the innovative opportunities for programming. He helps the District balance the less stringent requirements for charter schools with their desire to provide quality environments that fall more in line with DSA and other regulatory requirements.

Los Angeles Unified School District // LA Leadership Academy, Phase 2 // \$6M // Los Angeles, CA // Senior Project Manager

This project involved the conversion of a hospital to a **charter school** with the development of classrooms, a dining/cafeteria space, and playgrounds. Funding was a significant challenge on this project as the school didn't have enough money. Raymond worked with the District and the contractor to develop solutions that would keep work moving on the areas that had funding, while waiting for the remainder of funding to fall into place. This required regular re-alignment of the schedule, including planning shut-downs for holidays.

.....
Est. Time Devoted to the Project
 As-Needed

.....
Years with Gafcon
 4

.....
Number of Similar Projects
 100+

.....
Education
 BA, History, San Diego State University

.....
Certifications
 Facilities Planning Certification Program, University of California, Davis

.....
Affiliations
 Construction Management Association of America
 Coalition for Adequate School Housing
 Council of Educational Facility Planners

SECTION 3

Resources



Gafcon has provided a team of qualified resources with the capacity to staff this project; however, we also offer support from 120 staff members with expertise in design management, construction, cost control, construction technology, and just about any discipline that the Charter can imagine. Additionally, our hiring practices and excellent reputation mean that we continually seek and retain top talent who are experienced delivering a variety of services for public projects.

By developing a communication plan with the Charter early on, we will be knowledgeable about what needs the District may be expecting in the coming weeks and months. Our **Principal-in-Charge, Ron Takaki**, will work behind the scenes to make sure that the right resources are ready, right when you need them.

“The Gafcon team is embedded into our District office spaces, creating a transparent and accessible service environment. Gafcon’s background and experience... has been an invaluable resource.”

John A. Roach, Ed.D, Superintendent (Ret.)
Carlsbad Unified School District

Gafcon has contributed our expertise to **more than \$46B in education bond programs throughout Southern California for some of California's largest and most prestigious K-14 school facilities improvement projects** – most of which involved construction within active campus environments.

Gafcon has an incredible track-record delivering award-winning projects that achieve client goals and proudly represent the community's investment. Under Gafcon's management, San Diego Unified School District, Grossmont Union High School District, San Diego Community College District, and Grossmont Community College District have received **perfect scores from the San Diego County Education Foundation**.

Gafcon has maintained long-term contracts with several education districts, providing services throughout multiple contracts and bond programs. This demonstrates the trust that clients like San Diego Unified School District, Grossmont Union High School District, and Carlsbad Unified School District have in our capabilities to deliver complex programs and owner's representation.

SECTION 4

Experience in New School Construction Projects

THE GAFCON DIFFERENCE



Gafcon's experience in programming for K-12 facilities improvement projects and our excellent track-record of providing construction and project management services means that our team has a **comprehensive understanding of how your projects will fit into your overall goals**.



Gafcon is a **true construction management firm** that offers an extensive depth of in-house services that augment and improve the quality of our construction management delivery.



Our pool of **120 resources** offer the Charter **flexible staffing** as your needs change. Additionally, the relationships we have developed with Southern California architects, engineers, and contractors help to support **outreach and collaboration**.



Reporting occurs at many levels throughout the Charter and must be tailored to the specific audience. The projects Gafcon has worked on have received **exceptional scores in transparency** for our comprehensive reporting abilities.

CARLSBAD UNIFIED SCHOOL DISTRICT

Sage Creek High School

This new Collaborative for High Performance School (CHPS) campus features 140,000 SF of three classroom buildings, a library, administrative offices, food services, **gymnasium**, a fine arts building, and an athletic stadium with a press box and concession stands. The 57-acre site also includes 6.2 acres set aside for a biological habitat. This project received the "Best Project Award" in the K-12 category topping more than 100 entries by Engineering News Record.

The school was located on an environmentally sensitive site, which required CEQA coordination. Gafcon negotiated and incorporated mitigation measures from three EIR lawsuits into the project during project, allowing it to receive DSA approval in parallel with completion of the EIR saving 12 months on the schedule. Additionally, our expertise in negotiating with CEQA provisions ensured that the long-term maintenance of local endangered sage would only require minimal monitoring to reduce impact to the District's operations team.



GROSSMONT UNION HIGH SCHOOL DISTRICT

Grossmont High School Student Support and Arts Classroom Building

The project began with the demolition of the original administration building, the old auto shop building, classroom building 100, the Grossmont Resource Center building, the Special Education office buildings and other ancillary structures to make way for a \$13M new, two story, 12,200 SF Student Support Services building and the new, two story, 11,640 SF Arts Classroom building. The area was completely re-graded in preparation for the new buildings. The new Student Support Services building features a dramatic exterior covered space that serves as the main entry point and campus gateway for visitors and students alike. Extensive site work will include additional parking, new accessible pathways and a revamped bus drop off area along with a new toilet building that supports the stadium during events.

Helix Charter High School Performing Arts Center

This \$15.2M project included the construction of a new, two-story, 34,000 SF performing arts center, including a 410-seat theater with a full fly loft, orchestra pit, lobby, ticketing booth, concessions, and restroom facilities. It also included a 110-seat black box, dance classroom with dressing rooms, digital arts classroom, choral classroom and recital rooms, and instrumental classroom with recital rooms and storage. This facility incorporated sustainable features, including daylighting, operable windows, cool roofing and energy efficient lighting controls and mechanical systems. As such, the facility qualified for San Diego Gas & Electric's Savings by Design program.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

Mesa Commons

Gafcon managed the construction of a new, \$45M two-story, 60,500 SF facility to house the Mesa College campus main food service and dining facilities, bookstore, coffee bar, convenience store, campus shipping & receiving, campus printing and mail services and culinary arts/culinary management program along with assembly space. This project included demolition of two existing buildings, relocation and installation of utilities, and surface improvements.

Mesa Fitness Center

The \$14.3M center opened in 2016 as the new home of the Mesa College School of Exercise Science, Health Education, Dance and Athletics. The 27,300-square-foot space includes an aerobics studio, weight training room, spinning room, free-weight training lab, athletic training room, a "wet lab" with whirlpools and icing stations to treat injuries, cardio fitness training lab and an office suite. Gafcon provided project management services on this project and also serves as the program manager on San Diego Community College's Props S & N Bond Program.

LOS ANGELES UNIFIED SCHOOL DISTRICT

Ocean Charter School New Construction

Gafcon provided preconstruction services including preparation of preliminary estimates for this new charter that included a 10,500 SF **gymnasium** and multi-purpose building.



SECTION 5

References

1	Owner	Carlsbad Unified School District Benjamin Churchill, Superintendent 6225 El Camino Real, Carlsbad, CA 92009 (760) 331-5002 benjamin.churchill@carlsbadusd.net
	Contractor	Balfour Beatty Tim Berry 10620 Treena Street, Ste 300, San Diego, CA (858) 635-7400 tberry@balfourbeattyus.com

2	Owner	Accelerated Schools Johnathan Williams, Founder and CEO 116 Martin Luther King Blvd., Los Angeles, CA 90011 (323) 235-6343 x2607 jwilliams@accelerated.org
	Contractor	Pinner Construction Co., Inc. Justin Davis, Vice President 1255 South Lewis Street, Anaheim, CA (714) 490-4000 justind@pinnerconstruction.com

3	Owner	Grossmont Union High School District Katy Wright, Executive Director of Facilities 1100 Murray Drive, El Cajon, CA 92020 (619) 644-8154 kwright@guhsd.net
	Contractor	Summit DCK Brian Contino 3333 E. Camelback Road., Suite 122, Phoenix, AZ 85018 (602) 840-7700 btcontino@dckww.com



4	Owner	Grossmont Union High School District Katy Wright, Executive Director of Facilities 1100 Murray Drive, El Cajon, CA 92020 (619) 644-8154 kwright@guhsd.net
	Contractor	EC Constructors Jim Summers 9834 River Street, Lakeside, CA 92040 (619) 440-7181 jim@ecconstructors.com

5 Carlsbad High School, Stadium Modernization & New Construction

5

Owner
 Carlsbad Unified School District
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 6225 El Camino Real, Carlsbad, CA 92009
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Contractor
 McCarthy Building Companies
 Craig Swenson
 6165 Greenwich Dr., Suite 340, San Diego, CA 92122
 (858) 784-0347, etc. 74504
 cswenson@mccarthy.com



6 Miramar Student Resource and Welcome Center

6

Owner
 San Diego Community College District
 Chris Manis, Vice Chancellor, Facilities
 3375 Camino Del Rio S., San Diego, CA 92108
 (619) 388-6546
 cmanis@sdccd.edu

Contractor
 EC Constructors, Inc.
 Jim Summers
 9834 River Street, Lakeside, CA 92040
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 jim@ecconstructors.com

Advanced collaboration tools, automated alerts and centralized project information keep everyone, from project personnel, District employees and even members of our Citizens Oversight Committee up to date with the latest available information at the touch of a screen or keyboard.

David Umstot, PE
 Former Vice Chancellor, Facilities Mgmt
 San Diego Community College District

7 Mesa College Fitness Center

7

Owner
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 3375 Camino Del Rio S., San Diego, CA 92108
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Contractor
 Balfour Beatty
 Marco Ruelas
 10620 Treena Street, Ste 300, San Diego, CA 92131
 (858) 635-7400
 mruelas@balfourbeattyus.com

8 Cuyamaca College Student Center

8

Owner
 Grossmont – Cuyamaca Community College District
 Dr. Cindy Miles, Chancellor
 8800 Grossmont College Dr., El Cajon, CA 92020
 (619) 644-7569
 cindy.miles@gcccd.edu

Contractor
 Rudolph & Sletten
 Rene Olivo
 10955 Vista Sorrento Pkwy #100, San Diego, CA 92130
 (858) 259-6262
 rene_olivo@rsconst.com

Millennial Tech Middle School, San Diego Unified School District

9

Owner

San Diego Unified School District
Lee Dulgeroff, Chief Executive Director of Facilities
4860 Ruffner Street, San Diego, CA 92111
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ldulgeroff@sandi.net

Contractor

Soltek Pacific Construction
Derek Good
2424 Congress Street, San Diego, CA 92110
(619) 778-2997
dgood@soltekpacific.com



Valhalla High School Main Building Modernization

10

Owner

Grossmont Union High School District
Katy Wright
1100 Murray Drive, El Cajon, CA 92020
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kwright@guhsd.net

Contractor

CW Driver
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hwithaar@cwdriver.com

“Gafcon’s attention to detail and expertise has been instrumental in the success of our multi-phase HVAC retrofit project.”

Lee Dulgeroff, Chief
Fac. Planning & Construction
San Diego Unified School District

SECTION 6

Recent Projects



SAGE CREEK HIGH SCHOOL, CARLSBAD UNIFIED SCHOOL DISTRICT

- **Estimated Project Cost:** \$90,704,959
- **Actual Project Cost:** \$94,614,995
- **Change Order Percentage:** 4.3%
- **Services:** Program Management, Project Management, Construction Management, FF&E, Labor Compliance, and CBOC Coordination



MESA FITNESS CENTER, SAN DIEGO COMMUNITY COLLEGE DISTRICT

- **Estimated Project Cost:** \$14.3M
- **Actual Project Cost:** \$13.4M
- **Change Order Percentage:** -5.1%
- **Services:** Program Management, Project Management, Labor Compliance, FF&E, Communication and Outreach



ACCELERATED CHARTER SCHOOLS, LOS ANGELES UNIFIED SCHOOL DISTRICT

- **Estimated Project Cost:** \$25,026,000
- **Actual Project Cost:** \$26,639,807
- **Change Order Percentage:** 6.8%
- **Services:** Owners Representative, Construction Management



HELIX CHARTER HIGH SCHOOL PERFORMING ARTS CENTER, GROSSMONT UNION HIGH SCHOOL DISTRICT

- **Estimated Project Cost:** \$19,708,233
- **Actual Project Cost:** \$19,686,415
- **Change Order Percentage:** 1.5%
- **Services:** Program Management, Project Management, Project Controls, Communication and Outreach



MIRAMAR STUDENT RESOURCE AND WELCOME CENTER, SAN DIEGO COMMUNITY COLLEGE DISTRICT

- **Estimated Project Cost:** \$8.05M
- **Actual Project Cost:** \$7.6M
- **Change Order Percentage:** -9.9%
- **Services:** Program Management, Project Management, FF&E, Labor Compliance, Communication and Outreach



GROSSMONT HIGH SCHOOL NEW STUDENT SUPPORT SERVICES AND ARTS CLASSROOM, GROSSMONT UNION HIGH SCHOOL DISTRICT

- **Estimated Project Cost:** \$13,893,828
- **Actual Project Cost:** \$13,894,437
- **Change Order Percentage:** 4.9%
- **Services:** Program Management, Project Management, Project Controls, Communication and Outreach



SECTION 7

CM Experience

PROJECT UNDERSTANDING

Magnolia Science Academy's students, staff, and faculty have been enjoying their new location and modern facilities for the past year. With funding in place for the new Gymnasium, the Charter is ready for the next step in finalizing the site. The new 6,509 SF Gymnasium will be a CMU building designed to include a steel and metal deck roof. The site will also include lunch tables, benches and two shade structures.

Challenges associated with construction of this type of structure includes providing clearance around the proposed building as well as the scaffolding required to construct the CMU walls. Additionally, the clear spans required for the gym requires long span trusses to be fabricated off-site and installed on-site. The erection of these trusses also requires ample access and clearance for a construction crane.

Below, we outline our experience-based approach to successfully managing the construction of your new gymnasium.

A. CONSTRUCTION PHASING PLAN

Gafcon brings extensive experience working within occupied campuses to deliver complex construction projects. Much of our work includes modernization and renovation for **active school facilities**. As such, we have seen and implemented an abundance of phasing options in the field and understand how to phase projects with a balance on timely and cost-effective completion with minimal impact to ongoing education programs.

Prior to the start of construction, in conjunction with the Charter's Facility Manager and general contractor, we will develop a viable construction phasing, site utilization, and logistics plan that will address the critical aspects of construction sequencing. We will focus on student, faculty, and staff safety, identifying the location of construction barricades and construction access points, temporary pedestrian routing and signage as well as proposed staging of construction equipment and material. Our goal to maintain a safe environment for the students and

staff outside of the construction zone, and to provide a safe and efficient work environment for the contractor inside the construction zone. Working with the contractor, we will seek to isolate the construction site from the rest of the campus, minimizing the impact of construction to campus operations. We emphasize the importance of communication by the contractor, by requiring the contractor to provide us with a weekly look-ahead schedule of activities to minimize any surprises.

B. INFORMATION TECHNOLOGY

Information technology is one of the most critical aspects of a project. Gafcon brings added value in this area due to a team of technology experts well-versed in everything from simple, out-of-the-box construction and project management systems to complex, multi-platform, program management information systems (PMIS). Software agnostic, our Construction Management team can utilize any system of Magnolia’s choosing or employ a robust electronic document management system (EDMS).

Gafcon brings specialized expertise in the reporting of budget and schedule information for projects due to our experience as

program managers who have implemented comprehensive PMIS. This is evidenced by San Diego Unified School District, Grossmont Union High School District, San Diego Community College District, and Grossmont-Cuyamaca Community College District – all of who received **perfect scores in transparency from the San Diego Education Foundation!**

C. VALUE ENGINEERING

Gafcon practices Value Analysis/Value Engineering (VA/VE) as an organized, creative approach to identify unnecessary costs on every project. Our clients are able to implement **Gafcon-recommended savings strategies ranging from 5% to 10% of our client’s total construction budget.** Realizing the maximum potential savings requires the implementation of a highly systematic and innovative approach. Most recently, our proposed **Construction Manager, Mike Lengyel**, provided a recommendation for Orange Unified School District’s Canyon High School project that identified a potential solution for alternate materials that would contribute to a **significant savings in cost and construction time.**

GAFCON’S APPROACH BY PHASE



Pre-Construction
Cutting edge industry technologies BIM PMIS software to mitigate challenges in construction and provide transparent reporting. This way, documents are ready for bid, costly delays are avoided, and we are able to clearly track the project’s success.

Bidding
Focusing on contractor outreach to maximize participation and get competitive bids from quality contractors by hosting outreach events, detailed and informative pre-bid meetings, and leveraging our contacts within the industry to stir interest in Charter projects.

Construction
Minimizing disruptions and promoting safety on active campuses is paramount. We verify the contractor provides clear ADA passageways and we actively collaborate with them on staging and site utilization. We foster an environment that focuses on a solutions-oriented approach.

Close-Out
Working collaboratively with the campus’ maintenance & operations personnel, including thorough training, to make sure the as-builts and related documentation is thorough to support the sustainability of the building.

D. SCHEDULE MANAGEMENT

Gafcon has a broad portfolio of experience, encompassing all areas of education programs and projects. This means that we offer lessons-learned in developing and managing successful schedules. Gafcon's "outside of box" thinking while working with design teams often yields creative phasing solutions that saves overall time and costs during construction. In our experience, schedule management is an inclusive process that involves understanding the owner's expectations, working collaboratively with the contractor to set realistic deadlines that achieve the owner's goals, and opening lines of communication with staff and faculty to make sure that construction is scheduled in such a manner to minimize impact.

E. PRE-CONSTRUCTION

Pre-construction is our first opportunity to set the project off on the right foot. Services during this period can include planning, programming, and scoping, budget development, and value engineering and constructability reviews. Every effort is proactive with the goal to minimize surprises once construction begins.

F. CONSTRUCTION

As your boots-on-the-ground, **Construction Manager Mike Lengyel** will provide on-site supervision and management of the project. He will review the progress of construction and administer the project's quality program by verifying construction conformance with the contract documents, reviewing inspection and testing reports, and keeping a daily log of activities.

G. PHASING AROUND EXISTING FACILITIES

One of the first steps on any project taking place in an operational and active environment is working with the impacted staff and faculty to determine daily routines, unique education programming, and other site-specific information that could have an impact on construction. We always work with the owner and contractor to phase the project in a manner that **minimizes disruption and maximizes safety**. We will work with the Charter to

establish clear, safe paths of travel and establish effective lines of communication with appropriate Charter personnel to make sure that the entire team is on the same page.

H. BUDGET MANAGEMENT

Gafcon brings extensive experience with master budgeting through our work on K-12 programs. It will be our responsibility to make sure that you have the budget information necessary to provide accurate updates to the Master Budget. **Construction Manager Mike Lengyel** will provide complete tracking of all budgeting by line-item cost codes, commitments, and spending per the Cost Breakdown Structure (CBS).

I. STATE AGENCIES

Though state agency coordination is generally outside the purview of a Construction Manager, we understand that California State Regulatory Agencies can have internal processes that create roadblocks. The Gafcon team has more than two decades of demonstrated experience facilitating collaborative and effective partnerships with California State Agencies.

These established relationships and daily interface with the agencies and their local representatives is key in understanding how to work with them to keep your projects on track. By understanding their processes and taking a proactive approach, Gafcon can provide recommendations regarding the Charter's options. However, in light of the project description within the RFP, we believe that much of this coordination will not be applicable to the Charter's Gymnasium. In order to be responsive to the RFP, we have included a very high-level overview of Gacon's typical engagement and process with these agencies.

Division of the State Architect (DSA)

What do they do? DSA provides plan check and final sign-off services for K-12 projects. They review school projects for conformance with safety (structural and fire/life, as well as ADA compliance). DSA has also launched an initiative in sustainable school design.

Why is it critical? DSA review and approval for final certification of projects can have a negative impact on the schedule if not proactively managed. Most state-funded school projects cannot commence without DSA approval.

What is Gafcon's process? During construction, Gafcon's process typically entails a comprehensive tracking system that includes a proactive approach to communication and compliance.

Office of Public School Construction (OPSC)

What do they do? OPSC implements and administers voter-approved school facilities construction programs.

Why is it critical? Maximizing state funds to fully leverage local bonds. In this particular instance, it is unlikely the Charter would need to interface with OPSC since it is a locally financed project.

What is Gafcon's process? Gafcon either submits directly or works with the owner's funding consultant to make sure that documents submitted meet OPSC requirements.

State Allocation Board (SAB)

What do they do? The SAB apportions funding to school districts and adopts policies and regulations.

Why is it critical? Staying on top of policies, to gain clear understanding and maximize project funding. In this instance, since the Charter is financing the project, SAB coordination may be unnecessary unless there is an existing application for funding under Prop 51.

What is Gafcon's process? Our team will guide the Charter through the State School Facility Program to maximize project funding, and how we prioritize projects. Our team will also track school-related legislation, so we can be informed of new policies.

Department of Toxic Substance Control (DTSC)

What do they do? For school sites that will receive State funding, DTSC verifies that they are clean and safe from all toxic contaminants. They assist the Charter in assessment of school properties by ensuring that environmental

conditions are expeditiously investigated, evaluated, and remediated.

Why is it critical? Like the other agencies, understanding DTSC's process will keep the project on schedule and helps to ensure the safety of the students, teachers, staff and the general public.

What is Gafcon's process? Gafcon confirms that the following steps are completed:

- The Charter has contracted with a qualified environmental consultant in the preparation of a Phase 1 Environmental Site Assessment (ESA) and that it has been submitted to DTSC for review. A "No Action" letter will be issued if there is no potential contamination.
- Phase 2 - Preliminary Environment Assessment (PEA) may be required if there is potential for contamination. Gafcon monitors the preparation of the report. A "No Action" letter will be issued if there are no significant health or environmental risks.
- Response Action - If significant contamination is identified, the Charter may elect to drop the proposed site (for new construction) or remediate contamination (for new construction or modernizations). Once remediated, DTSC will issue a "No Further Action" notice.

California Environmental Quality Act (CEQA)

As your representative, we will assist the Charter to verify that the project is in compliance with the CEQA as well as to strategize creative solutions helping you mitigate the impacts of federal and state agency requirements.

During construction, it is important for project and construction managers to understand provisions of the CEQA requirements related to where contractors can and cannot work, as well as hours of operation that may be restricted. By meeting the conditions of approval and staying compliant with CEQA, we make sure that the project stays on track and won't face delays from federal or state agencies.

Post-Construction Coordination

From time to time, CEQA conditions of approval have provisions that extend beyond construction. Gafcon will make sure the Charter

has the information and resources necessary for the long-term management of these provisions.

J. CONSTRUCTABILITY REVIEWS

Gafcon approaches design and document review at each major milestone during the design phase. We have established a thorough process that identifies deviation of projected costs versus budget at the earliest possible milestone of the design. The design review process verifies that the project meets the Charter's controlling documents, which include the Charter's Master Plan, Design Guidelines and Standards, Educational Standards and Codes, energy goals, Board Policies, and other documents that could impact the design and cost of the facility.

Prior to issuing the documents to bid, one of our first tasks is to carefully review the DSA-approved drawings and specifications to verify that issues with constructability are minimized. This check will help with the "biddability" of the project by potentially reducing bid-time Request for Clarifications (RFCs) and more costly Construction-time Requests for Information (RFIs).

K. ESTIMATING SERVICES

Cost estimating is vital in controlling cost.

Gafcon has successfully managed the design and budgeting of approximately \$15 billion in education-based projects for Southern California K-14 public owners. This provides us with an in-depth understanding of the marketplace – both locally and globally – and results in a no-surprises cost/budget process. Gafcon utilizes a system and approach that focuses on the following core elements:

- **Planning and Estimation Database:** Gafcon's cost database for K-14 projects provides the most recent cost of materials and/or labor allowing predictive analysis of trends in escalation based on the historical record. This enables us to provide more realistic estimates that can assist the Charter in managing the program budget more successfully.

The Gafcon team takes the commitments made by the Charter to its constituents seriously. Understanding what is reasonable to construct based upon available budget requires translating early requirements into project budgets: one of the most important, initial tasks that will be performed on every project. This allows the Charter to accurately plan year-over-year project spending and set reasonable expectations to the public.

- **Estimating Continues Through Construction:** When contractors submit a cost with change order requests, Gafcon thoroughly reviews the proposed change, determines validity, and verifies entitlement, quantity, and costs saving up to and in, some cases, over 20% of potential costs of changes. Gafcon has developed a change order request (COR) and change order (CO) checklist that consists of 25 criteria, (examples of select criteria include: approval of contract time extension, review of contractors' and subcontractors' daily reports, verification of overhead and profit). This checklist provides for a very comprehensive review of submitted costs by contractors that minimizes and/or reduces cost impacts.

SECTION 8

Partnering

A. TEAM WORK

Gafcon has administered hundreds of projects across active and working K-12 campuses. As such, we understand that coordination and communication are key to safety and success.

Construction Manager Mike Lengyel fosters a collaborative environment that leads to a project team actively engaged in discovering solutions instead of identifying challenges.

Many members of the Gafcon team, including **Principal-in-Charge Ron Takaki**, have worked with the principal of **Berliner Architects**. Having fostered strong working relationships with other architects, engineers, contractors and consultants from our experience as construction managers leads to highly successful projects that clients have appreciated.

B. PUBLIC CONTRACT COMPLIANCE

Gafcon has developed excellent relationships with our industry colleagues on projects due to our collaborative approach.

Descriptions of this approach, as it pertains to schedule, budget, and change order control are included in the following section. **Construction Manager Mike Lengyel** will cultivate an environment that fosters creativity and solution discovery to make sure that your project is completed efficiently and correctly to maximize your success.

C. CONSTRUCTION PHASING

Student and staff safety is a constant Gafcon priority during construction. We tirelessly work to ensure that all key parties involved with each project understand that **safety is paramount**. As such, this will be an important part of properly phasing the project. Once the project is underway and we have agreed on a viable phasing and site logistics plan, we will continually monitor site safety issues and construction activities that could impact campus operations. We will make the contractor aware of issues and insist that they are addressed at each weekly construction meeting.

D. HANDLING CHANGES

Changes can occur throughout every phase of the project, and Gafcon is ready to manage them as they arise. When change is necessary, we make sure that it is well documented, thoroughly explained and understood by the owner, and provide recommendations and options for moving forward that examine the pros and cons of each option to discover the right path for the owner. An important activity that is a part of the "Gafcon Way" is the review of all responses to RFIs prepared by the architect prior to issuance back to the contractor. Responses can occasionally add unnecessary costs to the project and Gafcon always seeks minimal cost alternatives to help keep the costs of change to a minimum. This is a way that Gafcon heads-off potential additional costs, before they become changes.

E. MITIGATING CLAIMS

Claims mitigation should begin early in the process by conducting thorough design, constructability, and value engineering reviews and making sure that those changes are properly documented in a comprehensive and clear set of plans and specifications. However, when this proactive approach is overcome by occurrences like unforeseen conditions, we work diligently with the contractor to settle the change order before a claim occurs.

Gafcon has considerable background with construction claim avoidance and forensic construction dispute resolution work. This knowledge base provides us with years of experience in how to identify the early warning signs of situations that may lead to a potential claim situation. Claims resolution will be discussed in the following section.

F. PUBLIC WORKS BIDDING PROCESS

Bidding Strategies

To develop successful bidding strategies for our K-12 clients, we continually monitor the local construction market, tracking other procurements to make sure your project is sequenced outside of other local procurements. Gafcon will work with the Charter to make recommendations on the development of bid alternates that support your goals.

Contractor Outreach

Gafcon has been fortunate to develop positive relationships with a multitude of local contractors, architect, engineers, and fellow project/construction managers who service clients throughout Southern California. We excel at marketing our clients' projects to the local architecture/engineering/construction community and have held many successful outreach events for school districts, including San Diego and Grossmont-Cuyamaca Community College Districts.

Pre-Bid Conferences

The pre-bid conference is the contractor's first opportunity to learn about your project. In concert with the design team, Gafcon will lead the

conference, making sure all relevant and pertinent information is disseminated to contractors during and throughout the proposal process. A successful pre-bid conference is defined by the quality of information provided, which results in quality bids.

Pre-Bid Request for Clarification

Following the pre-bid conference and prior to the bid date, contractors sometime issue requests for clarifications (RFC). Gafcon will work with the Charter and design teams to prepare appropriate responses to the RFCs, making certain that all bidders are notified of the response through issuance of Addenda as appropriate.

Bid Review

As your Construction Manager, we will review contractor bids with a discerning eye. From validating qualifications to supporting contractor interviews, Gafcon will always put the Charter's interests at the forefront of every recommendation.

Contracting

Once the award has been ratified by the board, Gafcon will begin collection of all required contract documents, including the contractor agreement (for execution and approval by the board), issuance of the construction documents including addenda, and all supplemental documents, collection of the contractor's insurance certificates, affidavits and other required documents.

GAFCON VALUE
Contractor Outreach

Gafcon's 30 years in construction/project management and our work in labor compliance has been of incredible value to our clients due to our relationships with local contractors, trades, and related professional consultants, including disadvantaged and other underutilized businesses. Our clients have seen an increase in both the quantity and quality of bids, and programs geared toward small businesses have seem dramatic and positive results from outreach events.



G. INTERFACING WITH STATE AND GOVERNMENT AGENCIES

In addition to specialized regulations regarding construction of public schools as discussed previously, your projects may also be subject to the federal, state, and local code requirements of various other agencies whose governance helps to ensure quality construction and safety for the end-users. Typically, incorporation and enforcement of these codes is the responsibility of the architect and contractor; however, Gafcon has developed a number of practices that help guide quality design and construction throughout the process.

For example, **Construction Manager Mike Lengyel** may request to see the permitting agency's design review comments. This enables us to add value on multiple levels:

- We are better able to visualize the magnitude of issues and manage the architect accordingly
- When appropriate, we can provide collaborative, creative solutions based on our experience and lessons learned from other projects
- We verify the permitting agency's comments are being addressed, which can provide an opportunity for as-needed value engineering to verify that the architect is providing cost effective solutions to plan review comments
- During bidding, it also provides an opportunity to make sure that RFI provisions are properly permitted

Gafcon also helps code conformance during construction by requiring architects to deliver a conformed set of plans and specifications that include all answers to RFIs during the bidding phase, permit requirements, and corrections. This means that the entire team is building from the same, comprehensive set.

Additional levels of quality assurance for code compliance include thorough communication. Gafcon fosters a collaborative team environment where everyone from the inspector of record to contractor is on the same page, as-builts are properly maintained and reviewed, and keeping an eye on correction notices.

SECTION 9

Cost and Schedule Control



SCHEDULE CONTROL

Upon commencement of the construction, the contractor is to submit their preliminary project construction schedule (typically the 90-day preliminary schedule). Within a reasonable amount of time, the contractor should submit their complete cost-loaded Baseline Project Schedule. Upon submittal of the initial project schedule, our Scheduler and Construction Manager will perform a detailed review of the schedule and comment on any inconsistencies or other issues and issue an actionable report. When all issues with the schedule have been resolved, the baseline project schedule will be approved. Every month, the contractor shall be required to submit an updated schedule.

Gafcon's **Scheduler, Kim Romero**, in conjunction with the **Construction Manager, Mike Lengyel**, will review the updated schedule and compare it against the baseline vs. actual construction in place, and will issue a monthly report noting any issues with the updated schedule or delays and provide recommended corrective action. A separate monthly scheduling meeting may be required to discuss the schedule in detail. Individual project schedules will be incorporated into the Master Program Schedule.

BUDGETS AND COST CONTROL

Pre-Construction

At the beginning of each project and program, Gafcon meets with the client and develops a Master Budget based on State Reporting forms. During the initial budgeting session, we use general rule-of-thumb estimates for costs associated with a particular project and include the appropriate contingency. For the Gymnasium project, Gafcon will prepare a detailed cost estimate based on the DSA-approved drawings and specifications. As the project proceeds, these estimates are

revised and updated with actual committed costs.

Construction

The contractor’s costs are managed from contract award through project closeout. Once the contract is awarded, Gafcon performs a detailed review of the Contractor’s bid and Schedule of Values (SOV). We endeavor to understand how the total contract amount was developed by the Contractor and to identify any potential issues. This analysis is performed using the updated design estimate against the Contractor’s Schedule of Values—seeking to reconcile any apparent discrepancies. Once the estimate and the SOV are reconciled, managing the Contractor’s budget is made less challenging because there is less hidden in the Contractor’s cost.

GAFCON VALUE
Schedule and Budget Monitoring

Proactive monitoring of the schedule and budget throughout construction provides opportunities to course correct, when necessary, and make sure construction is moving ahead efficiently.



CHANGE ORDER MANAGEMENT

Gafcon’s approach and methodology to Change Order Management will make sure change order requests are managed fairly, consistently, and in a timely manner.

Time is the enemy of COs. No CO becomes smaller with the passage of time; therefore, it is Gafcon’s policy to address each one with urgency and attention to detail. Additionally, Gafcon builds into all contract vehicles an escalation process, which resolves disputes before they can accumulate into large claims during the project closeout phase causing further negative impacts such as delayed occupancy (especially critical for K-12 projects, which are typically time constrained due to academic calendars). Our approach for dealing with COs is two-phased.

- **Change Order Request (COR) Validation:** Gafcon immediately determines the validity of the COR in order to provide a timely response to the contract. If the COR is valid, Gafcon provides an independent cost estimate. If we determine the COR is not valid, we immediately return the COR with our mark-ups and comments. This provides the contractor with a information on why the COR has been rejected, or needs modification. We have also developed a COR and CO checklist that consists of 25 criteria. This checklist provides for a comprehensive review of submitted costs by contractors that minimizes and/or reduces cost impacts.
- **Change Order Negotiation:** After discussing our recommendation with the appropriate Charter representative, Gafcon enters a rigorous negotiation process with the contractor to reach a fair and equitable conclusion.

GAFCON VALUE
Change Orders (CO)

Gafcon’s proactive approach to COs start before it is even a glimmer in the contractors eye by providing thorough design and constructability reviews. When a CO does happen, we move quickly to resolve the issue to mitigate risk of claims and protect the District’s interests.



CLAIMS DISPUTE RESOLUTION

Dispute between parties of the contracts (i.e. Owner-Architect, Owner-Consultant, or Owner-Contractor), typically occur because proposed settlement of changes (additional time and/or money) are not satisfactory to one of the parties.

We will follow the formal dispute resolution process outlined in the General Conditions of the Contract – generally as follows:

- After careful review of proposed changes with the Architect, CM issues a formal response to the Contractor, rejecting the proposed change.
- If the Contractor disagrees with the response, then the Contractor is to issue a formal dispute to the CM within the stipulated time and state why they disagree with the response and provide back-up documentation;
- A meeting is scheduled to review the dispute and discuss the Contractor's statement along with backup documentation, with an attempt to come to a resolution. If a resolution cannot be reached and the dispute is rejected;
- Formally notify the Contractor that the dispute has been rejected with a statement of the reasons;
- If the Contractor does not accept the rejected dispute, the Contractor is to issue a formal claim with the Charter and follow formal Claims Procedures.

On occasion, we encounter disputes with the architect or contractor. In most cases we have success, with the concurrence of the Charter, in mutually resolving the dispute prior to the architect or contractor filing a claim using the process noted above.

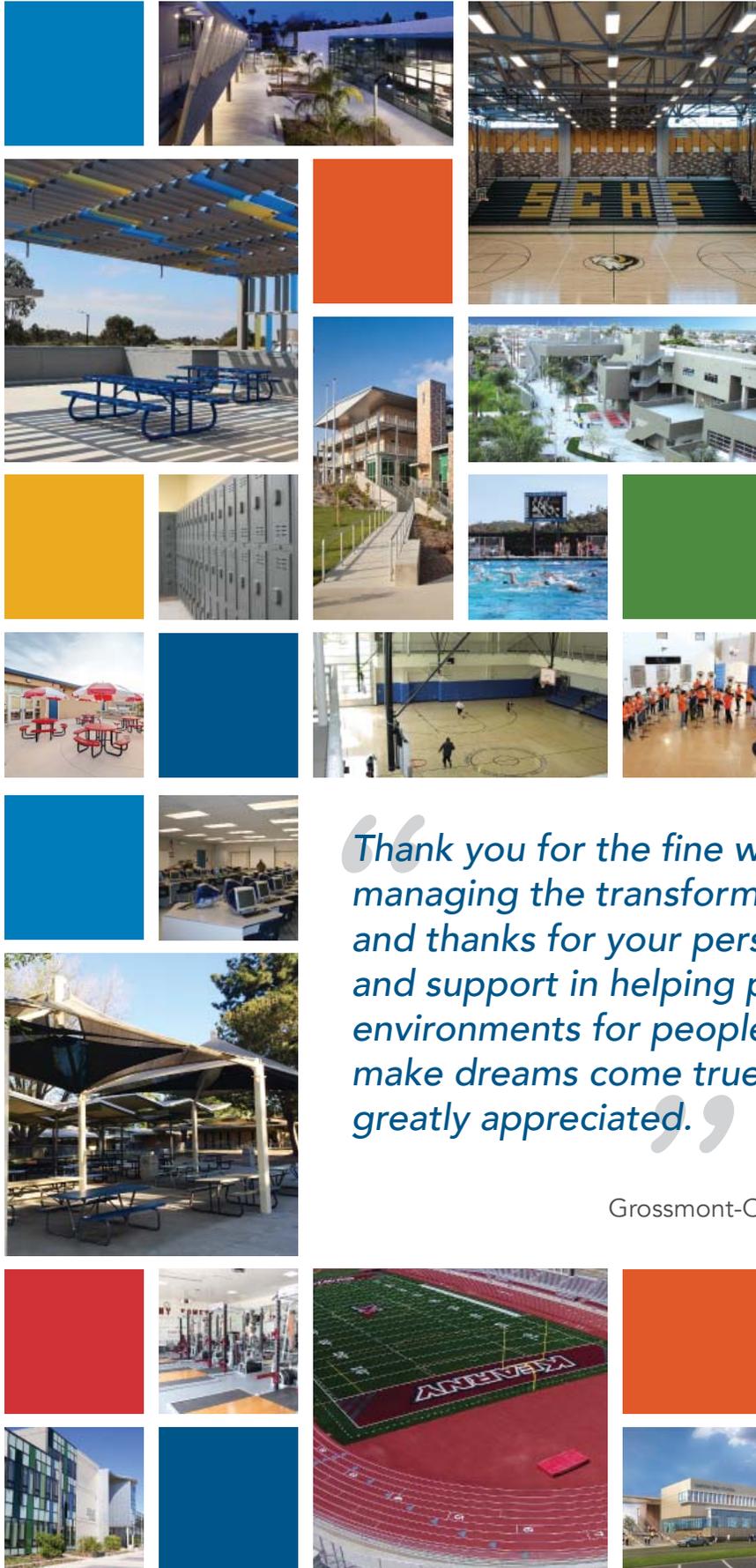
Post-Construction Follow-Up

Gafcon recommends an initial 10th month post-construction follow-up meeting with the architect and engineering team to review the construction. This allows ample time to review the facility, prepare a list of items and to contact the contractor/subcontractors to correct items covered under the warranty prior to the expiration of the warranty and guarantee period.

SECTION 10

Insurance

Sample Insurance Certificate is located on the following page.



Thank you for the fine work Gafcon has done in managing the transformation of our campuses and thanks for your personal commitment and support in helping provide extraordinary environments for people to work and learn and make dreams come true! Your partnership is greatly appreciated.

Cindy Miles, Ph.D, Chancellor
Grossmont-Cuyamaca Community College District

SECTION 11

Construction Related Litigation

Gafcon Inc. has never filed for protection under the United States bankruptcy code.

Please contact Paul Najar, Vice President and General Counsel at pnajar@gafcon.com or 858.875.0099 with any questions or concerns.

CASE	CONTACT	OUTCOME
<p>Union Square at Broadway Homeowners Association v. Western Pacific Housing – Broadway LLC, et al.</p> <p>Date Filed: 5/24/2011</p> <p>Description: This was a lawsuit against a variety of defendants regarding construction defects on a large condominium project. Gafcon was one of the defendants and provided certain inspection services.</p> <p>Court: Superior Court of California - County of San Diego</p>	<p>Attorney for Gafcon, Inc. Andrew Fiorica The Fiorica Law Firm, P.C. 2888 Loker Ave. East, Suite 121 Carlsbad, CA 92010 (760) 331-2652</p> <p>Attorneys for Midgard Manufacturing, Inc. Zaida McGhee Tyler Hanzen Law office of Zaida A. McGhee 19800 MacArthur Blvd., Suite #300 Irvine, CA 92612 (949) 724-4546</p>	<p>Case settled for the amount of \$75,000.00 which represented cost of defense</p>
<p>Pell Place Homeowners Association v. D.R. Horton, Continental Residential, Inc.</p> <p>Date Filed: 3/27/2012</p> <p>Description: This is an arbitration demand against a variety of defendants regarding allegations of construction defects on a large condominium project. Gafcon provided inspection services only.</p> <p>Court: Arbitration</p>	<p>Attorney for Gafcon, Inc. Andrew Fiorica The Fiorica Law Firm, P.C. 2888 Loker Ave. East, Suite 121 Carlsbad, CA 92010 (760) 331-2652</p> <p>Attorneys for D.R. Horton, Continental Residential, Inc. Paul Nolan Ranjan Lahiri Wood, Smith, Henning & Berman LLP 501 W. Broadway, Suite 1200 San Diego, CA 92101 (619) 849-4900</p>	<p>Gafcon won a summary judgment and was awarded the amount of \$83,113.56.</p>
<p>City of El Cajon (Claimant) v. Gafcon (Cross-claimant), Ledcor and other parties</p> <p>Date Filed: 12/16/2013</p> <p>Description: This was a dispute amicably resolved through mediation regarding fees relating to the successful completion of the El Cajon Police Station.</p> <p>Court: Arbitration</p>	<p>Attorney for Gafcon, Inc. Andrew Fiorica The Fiorica Law Firm, P.C. 2888 Loker Ave. East, Suite 121 Carlsbad, CA 92010 (760) 331-2652</p> <p>Attorneys for City of El Cajon Steven Boehmer Robert Martinez McDougal, Love, Eckis, Boehmer & Foley La Mesa Village Plaza 8100 La Mesa Blvd., Suite 200 La Mesa, CA 91942 (619) 440-4444</p>	<p>Parties settled the claim with the City paying Gafcon approximately \$161,000.00</p>

PROJECT CLOSE OUT

Gafcon will collect all project closeout documents, including warranties, certifications, guaranties, project data, maintenance and operation manuals, commissioning reports, etc. uploaded to the EDMS, and transmit any hard copies to the Charter. Clearly written project closeout specifications will assist with the smooth turn-over of the project from the Contractor to the Charter. Gafcon will make sure that the specifications are properly prepared, and that the Contractor adheres to all requirements—or the consequence will be delay of their final payment.

Punch List/Warranty

Upon notification of the substantial completion and submittals of the contractor's punch list (of "minor Items"), **Construction Manager Mike Lengyel** will conduct a complete walk-through of the facility with Charter staff, the AE team, and contractor, and provide any additional items to the punch list. If the project is deemed substantially complete, Gafcon, in conjunction with the architect, will issue the notice of substantial completion, and will continue to monitor progress/completion of the punch list items until complete.

Move In/Staff Training/Commissioning

Gafcon will coordinate the contractor, subcontractors and vendors to schedule required training of Charter facilities maintenance and operation staff on the systems and equipment following project commissioning. Videos, live training, on-line training, and turnover of maintenance and operations manuals may be a part of this service. When manuals are provided, we encourage the maintenance and operations team leader to sign-off on the document to provide confirmation that the manual is sufficient for continued maintenance of the facility. Gafcon is able to provide all hand-off materials in a virtual format should the Charter desire this approach, utilizing the industry's cutting-edge tools.

Gafcon has coordinated the commissioning of hundreds of facilities, including those that seek CHPS and LEED certification (enhanced commissioning). During the design process, and especially at the beginning of construction, we will arrange meetings with the commissioning authorities to make sure that equipment and controls are being installed and tested as specified by the design/engineering team. When commissioning is scheduled to commence, Gafcon will be present to observe the entire commissioning process through project closeout and turn-over.

For Charter furnished materials, furniture and equipment, Gafcon will coordinate and schedule the delivery and installation of these items with the designated vendors with the Contractor to minimize the impact on construction (as an additional service). Gafcon has extensive experience with managing FF&E and coordinating movers to make sure the facility is ready to turn-over to the Charter as scheduled.

SECTION 12

Additional Information

GAFCON VALUE Close-Out

By working collaboratively with the District's maintenance and operations team early on, making sure final documentation is thorough, and providing comprehensive training before facilities are turned-over, we help prolong the life of your facilities.



Magnolia

Estimated Fee Schedule (Percentages)

July 30, 2017 Version 1.0



Associate	Firm	Position	Billing Rate	Total	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	
				Average Billable Hours	169	169	169	169	169	169	169	169	169	
				Input Rates										
Ron Takaki	Gafcon	Principal (No Charge)	\$ 265	\$ -	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Mike Lengyel	Gafcon	Construction Manager	\$ 160	\$ 64,896	50%	50%	20%	20%	20%	20%	20%	20%	20%	
David Rudge	Gafcon	Assistant Construction Manager	\$ 115	\$ 97,175	100%	50%	50%	50%	50%	50%	50%	50%	50%	
Ray Rodriguez	Gafcon	Construction Management Advisor (Charter Schools)	\$ 170	\$ 4,597	5%	5%	0%	0%	3%	0%	0%	3%	0%	
Hennie Degenaar	Gafcon	Estimator	\$ 150	\$ 10,140	10%	0%	0%	10%	0%	0%	10%	0%	10%	
Kim Romero	Gafcon	Scheduler	\$ 130	\$ 6,811	15%	2%	2%	2%	2%	2%	2%	2%	2%	
DOLLARS:					Construction \$ 183,619	\$ 40,222	\$ 25,113	\$ 15,565	\$ 18,100	\$ 16,427	\$ 15,565	\$ 18,100	\$ 16,427	\$ 18,100
CUMMULATIVE DOLLARS					\$ 40,222	\$ 65,335	\$ 80,900	\$ 99,000	\$ 115,427	\$ 130,992	\$ 149,092	\$ 165,519	\$ 183,619	
CUMMULATIVE DOLLARS (% of Total)					22%	36%	44%	54%	63%	71%	81%	90%	100%	

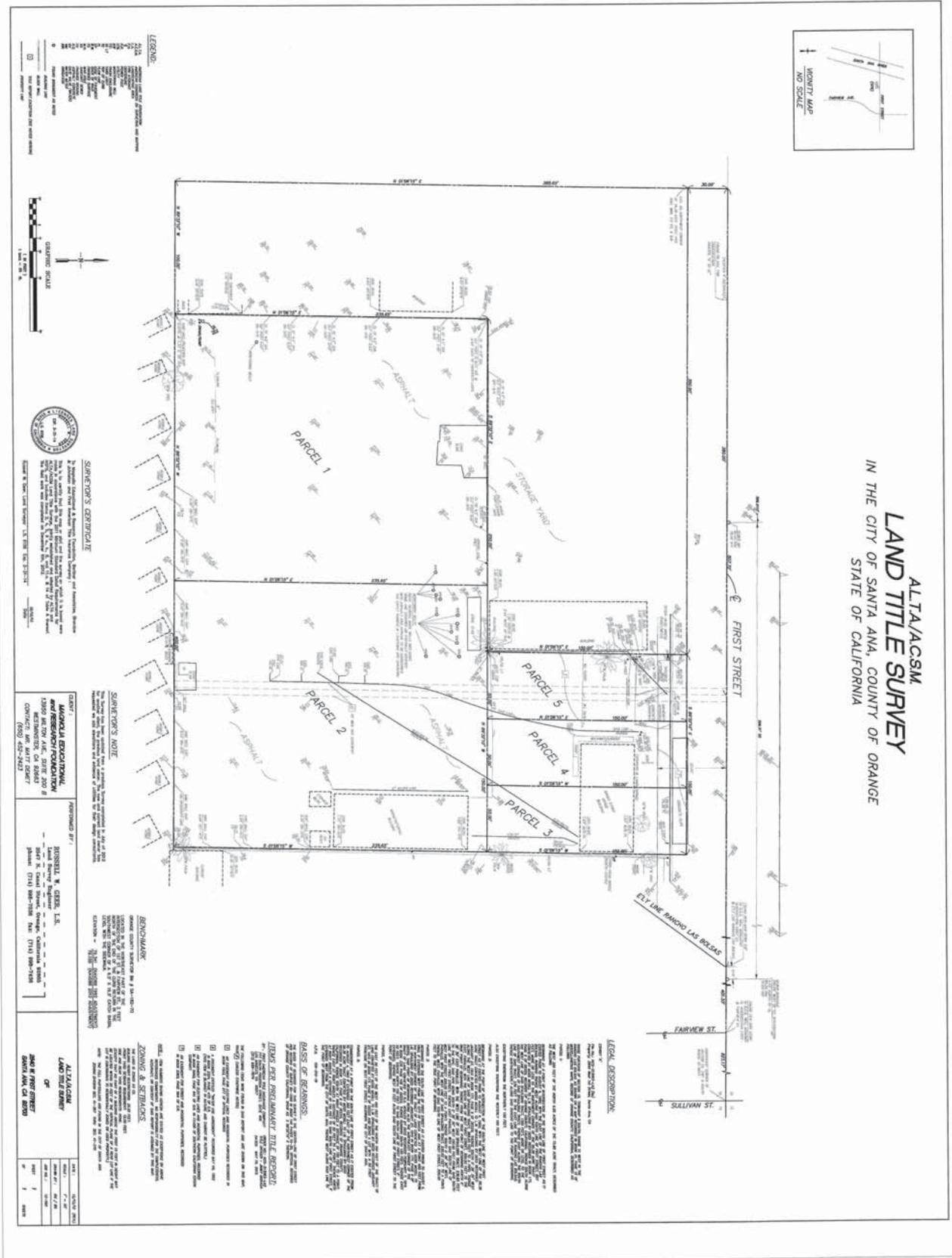
Construction

SECTION 13

Budgetary Estimate for Fees

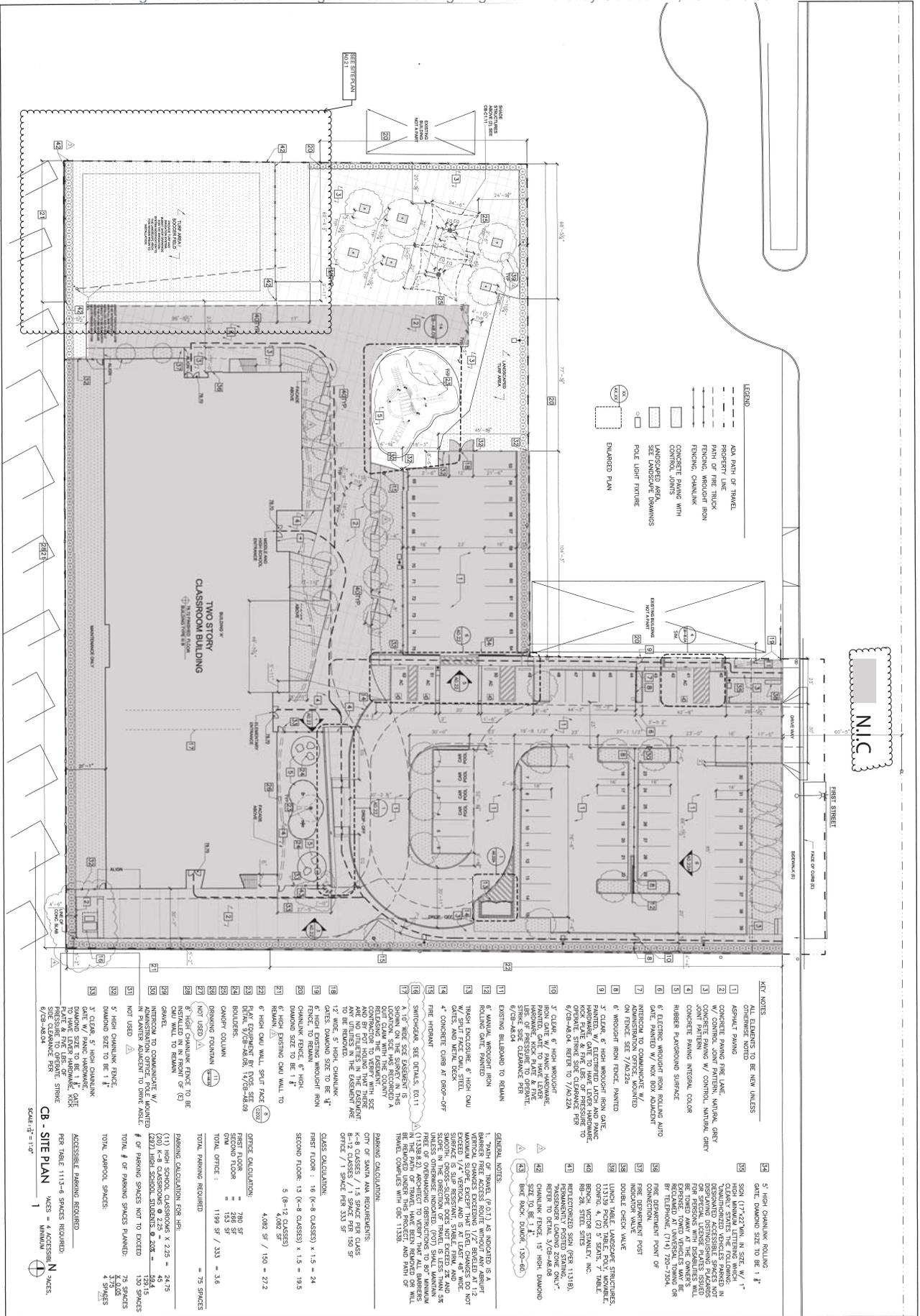
HOURLY RATES

Principal-in-Charge	\$265.00
Construction Manager	\$160.00
Assistant Construction Manager	\$115.00
Charter School Advisor (as-needed)	\$170.00
Estimator	\$150.00
Scheduler	\$130.00



ALTA/ACSM
LAND TITLE SURVEY
IN THE CITY OF SANTA ANA, COUNTY OF ORANGE
STATE OF CALIFORNIA

LEGEND:
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 2. 1/8" = 1' SCALE
 3. 1/16" = 1' SCALE
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 5. 1/64" = 1' SCALE
 6. 1/128" = 1' SCALE
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PROJECT
Magnolia Pacific
Technology School
Santa Ana

CLIENT
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Westminster, CA 92683
Tel: (951) 936-4000

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CONSULTANTS
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Westminster, CA 92683
Tel: (951) 936-4000

DATE
10/12/17

ADDITIONAL INFORMATION
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DATE
10/12/17

SCALE
1/4" = 1'-0"

NO. **DESCRIPTION** **DATE**

1	ISSUED FOR PERMIT	10/12/17
2	REVISIONS	10/12/17
3	REVISIONS	10/12/17
4	REVISIONS	10/12/17

Cover Sheet

MSA 1 Change Order to Franco Architects to Resolve Site Issues and Support Master Planning

Section: III. Action Items
Item: G. MSA 1 Change Order to Franco Architects to Resolve Site Issues and Support Master Planning
Purpose: Vote
Submitted by:
Related Material: III G MSA Change Order.pdf
III G Updates (Franco Architects) .pdf

FACILITY COMMITTEE REQUESTED
ADDITIONAL DOCS, THESE WILL BE
UPLOADED SEPARATELY.



Board Agenda Item #	Agenda # III. G
Date:	October 12, 2017
To:	Magnolia Board of Directors Facilities Committee
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	Change Order to Franco Architects for MSA-1 Construction

Proposed Board Recommendation

I move that the board approves the change order of Franco Architects to resolve site issues and support master planning of MSA-1 Construction

Background

Please see attached document “2017-10-3-02 Board Informative - Franco Architects Change Order - Site Issues”

Budget Implications

- Amounts/ Funding Source: Up to \$25,000 from bond monies.
- CFO Review

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

With this site planning the parking lot will be designed with respect to middle school and high school needs. With this school aims to reach 912 students and this will help build a strong finance for both MSA-1 and MPS.

Name of Staff Originator:

Suat Acar, Chief Operations Officer

Attachments

2017-10-3-02 Board Informative - Franco Architects Change Order - Site Issues



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**Board Informative:
Franco Architects Change Order – Site
Issues and Master Planning**

Board Informative: Franco Architects Change Order – Site Issues and Master Planning

Date: October 3, 2017

Action Requested: Board approval of change order to Franco Architects to resolve site issues and support master planning

Background: The MSA-1 site has multiple zoning related issues to resolve. {Reference Board Informative: Zoning Issues at MSA-1, dated 9/26/17} Architectural and engineering support services are required to resolve these issues. These services go beyond the scope of work required in the base contract with Franco Architects. Specific services requested include:

- Landscape design – the current Zoning Variance requires that Magnolia hire a landscape architect to design a landscape plan for the 16 foot wide strip adjacent to residential properties and then construct and maintain that landscaping. This plan must be submitted for a City building permit as a precondition to obtaining a building permit for the new high school building.
- Drainage – the current Zoning Variance requires that Magnolia design and then construct a drainage solution to resolve ponding at the rear of the site which is encroaching on adjacent residential properties. This plan must be submitted for a City building permit as a precondition to obtaining a building permit for the new high school building.
- Striping of parking lot – the current Zoning Variance requires that Magnolia design a striping plan that provides 91 parking slots on the campus. It is anticipated that the next Zoning Variance for the site will reduce the number of parking slots to approximately 60 slots. Staff intends to design the parking lot adjacent to the high school to accommodate all 60 slots so that the parking lot adjacent to the middle school can be used for other non-parking purposes. If this zoning variance is attained prior to completion of the new high school building, the existing middle school parking lot will not be restriped. This striping plan does not require a City building permit, but must be submitted to the Planning department as a



precondition to obtaining a building permit for the new high school building.

- Presentation of compliance documents to Planning Department. Franco will assemble a documentation package and present to the Planning Department to show compliance with all terms of the current Zoning Variance. Demonstrating compliance with all Zoning Variance to the Planning Department is a precondition to obtaining a building permit for the new high school building.
- Parking lot redesign – the current parking lot design for the new high school already submitted for plan check requires revision. Staff is seeking a less expensive design and needs to redesign the drainage system to serve both sites. Staff is also recommending the addition of perimeter fencing, trees, and night lighting. If this redesign can be accomplished without delaying the building permit, the plans will be modified and re-submitted now. If this re-design would delay the new high school building permit, the re-design will be submitted as a design change after the building permit has been issued. This will result in increased cost and administrative action.
- Master plan support – staff requires assistance in developing a master plan for the site to support Board planning and to support the zoning consultant in seeking a modification to the current Zoning Variance that controls the site.
- Façade improvements – Franco will develop alternatives to improve the Reseda side façade of the middle school to blend with the façade of the new high school and present an uplifted and unified street side appearance.

Action requested: Staff requests authorization to issue a change order to Franco Architects on a Time and Materials basis with a Not to Exceed amount of \$25,000.



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Board Informative 3: Franco Architects Amendmnet – Site Issues and Master Planning

Board Informative 3: Franco Architects Amendment – Site Issues and Master Planning

Date: October 9, 2017

Action Requested: Board approval of amendment to Franco Architects to resolve site issues and support master planning

Background: Franco Architects is the Architect for the new high school building which will be located at 18220 Sherman Way, adjacent to the existing school building at 18238 Sherman Way. Franco is responsible for the design of the building plus design of the parking lot serving the building on the adjacent parking lot. Franco's scope of work did not anticipate additional work on the existing building or the parking lot serving it. (Refer to Franco contract, attached.)

The new high school building design was completed and then submitted by Franco to the Los Angeles Building & Safety Department (the lead agency for obtaining a building permit) on June 22, 2017. Franco received comments back dated July 7, 2017 (please reference the Clearance Summary Worksheet, attached.) Various minor design deficiencies were noted; these are typical and their resolution is the responsibility of the Architect under its existing contract.

However, the Department of Building & Safety clearance sheet specifically notes that clearance by the City Planning Department is also required, specifically related to the three zoning variances that have been issued for the site: ZA 2014-995; ZA 2008-748; and ZA-2005-3787. The MSA-1 site has multiple zoning related issues to resolve. (Please refer to Board Informative 1 – Zoning and Site Issues at MSA-1.) Demonstrating zoning clearance is a precondition to obtaining a building permit for the new high school building. An initial meeting with Planning confirmed their expectation that MSA will produce documentation sufficient to demonstrate compliance with all Zoning Variance criteria.

While some of these criteria can be sufficiently documented by MSA staff, several other items require design, a building permit, and construction work to demonstrate compliance. This work should have been done years ago. It was not done.

The challenge now is to prevent delay to the high school project permit because of zoning variance work that was not done previously. Staff will approach Planning with the argument that this work is being included in the new building construction, as demonstrated by plans submitted in parallel with the new high school building permit plans, and therefore only plan check should be required as a precondition of obtaining a building permit.

Architectural and engineering support services are required to resolve these issues. These services go beyond the scope of work required in the base contract with Franco Architects. Specific services required include:

- Landscape design – the current Zoning Variance requires that Magnolia hire a landscape architect to design a landscape plan for the 16 foot wide strip adjacent to neighboring residential properties and then construct and maintain that landscaping. This plan must be submitted for a City building permit as a precondition to obtaining a building permit for the new high school building.
- Drainage – the current Zoning Variance requires that Magnolia design and then construct a drainage solution to resolve ponding at the rear of the site which is encroaching on adjacent residential properties. This plan must be submitted for a City building permit as a precondition to obtaining a building permit for the new high school building.
- Striping of parking lot – the current Zoning Variance requires that Magnolia design a striping plan that provides 91 parking slots on the campus. It is anticipated that the next Zoning Variance for the site will reduce the number of parking slots significantly to approximately 60 slots. Staff intends to design the parking lot adjacent to the high school to accommodate all 60 slots so that the parking lot adjacent to the middle school can be used for other non-parking purposes (e.g. athletics and a third building). If this zoning variance is attained prior to completion of the new high school building, the existing middle school parking lot will not be restriped. This striping plan does not require a City building permit, but must be submitted to the Planning department and Traffic Department as a precondition to obtaining a building permit for the new high school building.
- Presentation of compliance documents to the Planning Department. There are more than 20 compliance requirements to be documented. MSA staff will generate documents related to most of

the criteria. Franco will prepare documentation related to those items that require design or drafting. Franco will assemble the documentation package and present to the Planning Department to show compliance with all terms of the current Zoning Variance. Demonstrating compliance with all Zoning Variance to the Planning Department is a precondition to obtaining a building permit for the new high school building.

- Parking lot redesign – the current parking lot design for the new high school which was already submitted for plan check requires revision. Staff is seeking a less expensive pavement design and needs to redesign the drainage system to serve both sites. Staff is also recommending the addition of perimeter fencing, trees, and night lighting. (Board direction is being sought on these recommendations under a different item. Please refer to Board Informative 4 – Site Master Planning.) If this redesign can be accomplished without delaying the building permit, the plans will be modified and re-submitted now. If this re-design would delay the new high school building permit, the re-design will be submitted as a design change after the building permit has been issued; this will result in increased cost and administrative action.
- Master plan support – staff requires assistance in developing a master plan for the site to support Board planning and to support the zoning consultant in seeking a modification to the current Zoning Variance that controls the site (Please refer to Board Informative 4 – Site Master Planning.)

Action requested: Staff requests authorization to issue an amendment to Franco Architects on a Time and Materials basis with a Not to Exceed amount of \$25,000. (Time & Material requires that Franco track all time and submit time sheets for regular approvals by PrimeSource to ensure that costs remain under the approved limit.) Note that this will be the first amendment written to Franco. Franco has performed a limited portion of this work already.

Attachments

- Franco Architects contract
- Proposed Amendment
- Los Angeles Department of Building & Safety – Permit Application and Comment Summary Worksheet Report dated 7/7/17

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of August in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Magnolia Science Academy, School
18238 Sherman Way
Reseda, CA 91335
Telephone Number: (818)609-0507

and the Architect:
(Name, legal status, address and other information)

Franco Architects Inc., Professional Corporation
12345 Ventura Blvd. Ste. H
Studio City, CA 91604
Telephone Number: (818)754-2030 x.4
Fax Number: (818)754-2032

for the following Project:
(Name, location and detailed description)

Magnolia Science Academy 1
18220 Sherman Way
Reseda, CA 91335
Architect will provide design and constructions documents for a New 2-story Type V, 25,300 SF school building for Magnolia Science Academy 1. The new building will include 20 Classrooms, required student & staff restrooms, elevator and administrative areas, and a 7,000 SF rooftop play yard. Site will include student drop-off/pick-up area, trash enclosure, transformer, required parking and landscaping.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Architect will provide design and constructions documents for a New 2-story Type V, 25,000 SF school building for Magnolia Science Academy 1. The new building will include 20 Classrooms, required student & staff restrooms, elevator and administrative areas, and a 7,000 SF rooftop play yard. Site will include student drop-off/pick-up area, trash enclosure, transformer, required parking and landscaping

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

January 30, 2017

.2 Substantial Completion date:

August 1, 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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User Notes:

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Two (2) Million

.2 Automobile Liability

Two (2) Million

.3 Workers' Compensation

Statutory

.4 Professional Liability

One (1) Million

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Owner	
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys		

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§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner’s consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty (30) visits to the site by the Architect over the duration of the Project during construction
- .3 Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Fixed Fee: \$380,000

Including:

- Structural Engineering,
- Civil Engineering,
- M.E.P. Engineering &
- Landscape Architect

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or at direct cost of sub-consultant

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or at direct cost of sub-consultant

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

At direct cost of sub-consultant

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding or Negotiation Phase	Ten	percent (	10	%)
Construction Phase	Thirty	percent (	30	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Architect	\$185
Engineer	\$185
Project Manager	\$150
Senior Designer	\$120
Designer	\$100
Drafter	\$85

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" Schematic Design

Exhibit "B" Scope of work

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Mustafa Sahin

(Printed name and title)

(Signature)

Johann D. Wang , Architect

(Printed name and title)

Additions and Deletions Report for AIA[®] Document B101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:49:48 on 08/18/2016.

PAGE 1

AGREEMENT made as of the Fifteenth day of August in the year Two Thousand Sixteen

...

Magnolia Science Academy, School
18238 Sherman Way
Reseda, CA 91335
Telephone Number: (818)609-0507

...

Franco Architects Inc., Professional Corporation
12345 Ventura Blvd. Ste. H
Studio City, CA 91604
Telephone Number: (818)754-2030 x.4
Fax Number: (818)754-2032

...

Magnolia Science Academy 1
18220 Sherman Way
Reseda, CA 91335
Architect will provide design and constructions documents for a New 2-story Type V, 25,300 SF school building for Magnolia Science Academy 1. The new building will include 20 Classrooms, required student & staff restrooms, elevator and administrative areas, and a 7,000 SF rooftop play yard. Site will include student drop-off/pick-up area, trash enclosure, transformer, required parking and landscaping.

PAGE 2

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...

January 30, 2017

...

August 1, 2017

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User Notes:

(1297110114)

PAGE 3

Two (2) Million

...

Two (2) Million

...

Statutory

...

One (1) Million

PAGE 8

§ 4.1.1	Programming (B202™-2009)	<u>Owner</u>	
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...

§ 4.1.3	Measured drawings	<u>Owner</u>	
---------	-------------------	--------------	--

PAGE 10

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty (30) visits to the site by the Architect over the duration of the Project during construction
- .3 Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

[] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 16

Fixed Fee: \$380,000

Including:

- Structural Engineering,
- Civil Engineering,
- M.E.P. Engineering &
- Landscape Architect

...

Hourly or at direct cost of sub-consultant

...

Hourly or at direct cost of sub-consultant

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User Notes:

(1297110114)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

At direct cost of sub-consultant

...

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>)	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>)	%)
Construction Documents Phase	<u>Thirty-five</u>	percent (	<u>35</u>)	%)
Bidding or Negotiation Phase	<u>Ten</u>	percent (	<u>10</u>)	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>)	%)

PAGE 17

<u>Architect</u>	<u>\$185</u>
<u>Engineer</u>	<u>\$185</u>
<u>Project Manager</u>	<u>\$150</u>
<u>Senior Designer</u>	<u>\$120</u>
<u>Designer</u>	<u>\$100</u>
<u>Drafter</u>	<u>\$85</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

—%

PAGE 18

Exhibit "A" Schematic Design
Exhibit "B" Scope of work

...

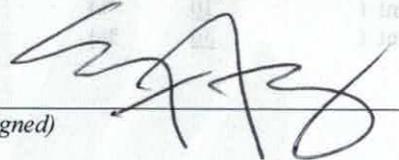
Mustafa Sahin

Johann D. Wang , Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Johann D. Wang, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:49:48 on 08/18/2016 under Order No. 2532915219_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

CEO and Superintendent

(Title)

9-19-2016

(Dated)



Magnolia Science Academy - 1

New High School Classroom Project

Design Contract Amendment



Project: Magnolia Science Academy 1 – New High School Building, 18238 Sherman Way, Reseda, CA

Architect: Franco Architects, Inc. - A Professional Corporation

Contract Date: August 15, 2016

Amendment Number: 1

Amendment Date: October 9, 2017

Amendment Scope:

This is an amendment to the Architectural services contract between Franco Architects and Magnolia Public Schools to design new high school building and related features. Added services are required to obtain a letter of determination approval and permit clearance related to Zoning Variance ZA 2014-995. The base contract scope only includes work at parcels at 18220 Sherman Way, the site of the new high school building. The project scope is expanded to include limited work on the parking lot parcel at 18238 Sherman Way. Additional services required include: (1) re-stripe plan and permit for both 18238; (2) landscape design plan and permit for 18238; (3) drainage design plan and permit for 18238; (4) revised drainage plan and pavement section at 18220; (5) meetings with planning department to demonstrate compliance with zoning variance requirements; (6) preliminary site master planning assistance for future building placement impacting site landscape and drainage design.

Compensation:

Work is to be performed by Architect on a Time & Material basis with a cost Not to Exceed \$25,000 at the hourly rates specified in Paragraph 11.4 of the contract. This amendment will reimburse services already provided and services to be performed.

Contract Summary:

Original Contract Value:	\$380,000.00
Previous Amendments:	-\$0-
Current Amendment:	<u>\$25,000.00</u>
Amended Contract Total:	\$405,000.00

Approved:

Architect – Franco Architects, Inc.

Magnolia Science Academy

By: _____
Etmny Cornejo

By: _____
Mustafa Sahin

18220 W Sherman Way



Application #: 17010 - 10000 - 02289
 Plan Check #: B17LA10287
 Event Code:

Printed: 07/07/17 01:08 PM
 Status Date: 07/05/2017

Bldg-New GREEN - MANDATORY Commercial Regular Plan Check Plan Check	City of Los Angeles - Department of Building and Safety APPLICATION FOR BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY	Last Status: PC Assigned Status Date: 07/05/2017
---	--	---

1. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	2. ASSESSOR PARCEL #
TR 21799		1		M B 617-42/44	183B125 217	2125 - 036 - 021

3. PARCEL INFORMATION Airport Hazard Area - Horizontal Surface Area Area Planning Commission - South Valley LADBS Branch Office - VN Council District - 3 Community Design Overlay District - Reseda Central Bu	Certified Neighborhood Council - Reseda Community Plan Area - Reseda - West Van Nuys Census Tract - 1323.00 District Map - 183B125 Energy Zone - 9	Fire District - 2 Near Source Zone Distance - 10.2 School Within 500 Foot Radius - YES Thomas Brothers Map Grid - 530-J5
---	--	---

ZONES(S): [Q]C2-1L-CDO

4. DOCUMENTS			
ZI - ZI-2339 Reseda Central Business Di	ZA - ZA-2008-748-ZV	ORD - ORD-162925	ORD - ORD-176557
ZA - ZA-1988-350-CUB	ZA - ZA-2014-995-ZV	ORD - ORD-169649	ORD - ORD-176558
ZA - ZA-1993-594-CUZ	ORD - ORD-109345	ORD - ORD-171941	ORD - ORD-176619
ZA - ZA-2005-3787-ZV	ORD - ORD-119865	ORD - ORD-172925	CPC - CPC-11708

5. CHECKLIST ITEMS	
Special Inspect - Structural Observation Special Inspect - Structural Wood (periodic) Std. Work Descr - Excess Flow Shut Off Valve	Permit Flag - Fire Life Safety Clearance Reqd Storm Water - LID Project

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION		
Owner(s): MAGNOLIA EDUCATIONAL AND RESE	13950 MILTON AVE UNIT 200	WESTMINSTER CA 92683
Tenant:		
Applicant: (Relationship: Other) ETMNY CORNEJO - FRANCO ARCHITE	12345 VENTURA BL. SUITE H	STUDIO CITY, CA 91604 (818) 754-2030

7. EXISTING USE	PROPOSED USE (18) Charter School - high scho	8. DESCRIPTION OF WORK NEW 2 STORY WITH ROOF TOP PLAY YARD BUILDING FOR NEW HIGH SCHOOL (GRADE 9 - 12). TYPE IIIB, FULLY SPRINKLER.
------------------------	--	---

9. # Bldgs on Site & Use: 1 OF 3 10. APPLICATION PROCESSING INFORMATION BLDG. PC By: DAS PC By: Eddie Garin OK for Cashier: Coord. OK: Signature: Date:	For inspection requests, call toll-free (888) LA4BUILD (524-2845). Outside LA County, call (213) 482-0000 or request inspections via www.ladbs.org . To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231. For Cashier's Use Only W/O #: 71002289
---	--

11. PROJECT VALUATION & FEE INFORMATION Final Fee Period		
Permit Valuation: \$4,500,000	PC Valuation:	
FINAL TOTAL Bldg-New	37,365.98	School District Commercial Area 13,588.02
Permit Fee Subtotal Bldg-New	18,212.13	CA Bldg Std Commission Surchar 180.00
Energy Surcharge		Green Building
Handicapped Access		Permit Issuing Fee 0.00
Plan Check Subtotal Bldg-New	0.00	
Off-hour Plan Check	0.00	
Plan Maintenance	300.00	
E.Q. Instrumentation	1,260.00	
D.S.C. Surcharge	593.16	
Sys. Surcharge	1,186.33	
Planning Surcharge	1,110.73	
Planning Surcharge Misc Fee	10.00	
Planning Gen Plan Maint Surchar	925.61	
Sewer Cap ID:	Total Bond(s) Due:	

12. ATTACHMENTS Plot Plan



13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")		17010 - 10000 - 02289
(P) Floor Area (ZC): +25163 Sqft / 25163 Sqft (P) Height (BC): +41 Feet / 41 Feet (P) Height (ZC): +43 Feet / 43 Feet (P) Length: +132.5 Feet / 132.5 Feet (P) Stories: +3 Stories / 3 Stories (P) Width: +104 Feet / 104 Feet (P) NFPA-13 Fire Sprinklers Thru-out (P) A3 Occ. Group: +6213 Sqft / 6213 Sqft (P) B Occ. Group: +1657 Sqft / 1657 Sqft (P) E Occ. Group: +14534 Sqft / 14534 Sqft	(P) S2 Occ. Group: +479 Sqft / 479 Sqft (P) A3 Occ. Load: +408 Max Occ. / 408 Max Occ. (P) E Occ. Load: +726 Max Occ. / 726 Max Occ. (P) Long Term Bicycle Parking Provided for Bldg: +4 Sp (P) Long Term Bicycle Parking Req'd for Bldg: +4 Space (P) Parking Req'd for Bldg (Auto+Bicycle): +121 Stalls / (P) Provided Offsite for Bldg: +35 Stalls / 35 Stalls (P) Short Term Bicycle Parking Provided for Bldg: +82 S (P) Short Term Bicycle Parking Req'd for Bldg: +82 Spac (P) Type III-B Construction	

14. APPLICATION COMMENTS:
 ** Approved Seismic Gas Shut-Off Valve may be required. ** 1) car parking will be provided off-site 2) with 30% bicycle parking repacement, required parking: 35 cars, 82 short term bicycle, and 4 long term bicycle.

15. BUILDING RELOCATED FROM:

16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS	CLASS	LICENSE #	PHONE #

PLAN CHECK EXPIRATION: Unless a shorter period of time has been established by an official action, plan check approval expires one and a half years after the plan check fee has been paid.

18220 W SHERMAN WAY

Courier? (Yes or No)

- P.C. N.P. S.P.I.
 D.A.S. G.P.I. D.P.I.

USE: C	17010 - 10000 - 02289
	Plan Check Number - Regular PC
10	B17LA10287FO

Submittal Date: 06/22/2017

Notes: _____

PC Engr: _____

Ready for Pick-up

18220 W Sherman Way

Permit Application #: 17010 - 10000 - 02289

Bldg-New Commercial Regular Plan Check	City of Los Angeles - Department of Building and Safety 17010 - 10000 - 02289 CLEARANCE SUMMARY WORKSHEET	Plan Check #: B17LA10287FO Plans Filed in: METRO Printed On: 07/07/17 13:08:34
--	---	--

IMPORTANT: This summary documents the clearance(s) required prior to permit issuance. Most clearance(s) are granted electronically, however this form will also be completed so that in the event of a computer outage, there is evidence of the clearance action(s). Keep this form with all other documents necessary to obtain the permit.

INSTRUCTIONS

APPLICANT/REPRESENTATIVE: You are advised to initiate the approval process for the following permit application clearance(s) marked as "Not Cleared" as soon as possible, in order to allow adequate time to obtain the approvals. Certain departments (such as the Department of City Planning) may require additional plan review and approval process, which may include mandatory appeal periods. The address and phone number of the specific agency corresponding to the "Address Code:" shown for each clearance is indicated at the end of this form and it is recommended that you call before appearing in person. Remember to bring a copy of the permit application to the clearance agency for their reference. A "Cleared" condition requires no further action on your part.

CLEARANCE AGENCIES: For city agencies, perform electronic clearance action(s) using PCIS and complete this form. For non-city agencies or PCIS outages, complete this form.

Description of Work: NEW 2 STORY WITH ROOF TOP PLAY YARD BUILDING FOR NEW HIGH SCHOOL(GRADE 9 - 12). TYPE IIIB, FULLY SPRINKLER.

Building & Safety Contact

Plan Check Office:

PC Engineer:

Status	Clearance Description and New Status	
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: New or unrecognized address Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: The fee authorized by Ord. 176,300 for PW/Eng to process clearance(s) for LADBS issued permits Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Lot subject to highway dedication. NOTE: This sign-off is not to be construed as a sign-off on any engineering requirements associated with any planning/discretionary action. This is strictly a sign-off applicable to LAMC 12.37 only. Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Roof and/or site drainage to street. Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Sewer availability and connection Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Work Adjacent to or Removal of Lateral Support of Public Way Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: "Q" conditions per 12.32G.2 (Qualified classification) Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: CPC-2002-1263-CDO-ZC-MS Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case # ZA-2005-3787-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case # ZA-1988-350-CUB Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case # ZA-2008-748-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case # ZA-1993-594-CUZ Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case # ZA-2014-995-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Information File #: ZI-2339 Reseda Central Business District Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Department of Building and Safety Address Code: 4 Electronic Clearance <input type="checkbox"/> By : <u>EGARIN</u> Comments:	Description: Approval of Disabled Access corrections Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Department of Building and Safety Address Code: 4 Electronic Clearance <input type="checkbox"/> By : <u>NNEJAD</u> Comments:	Description: Approval for Green Building - Mandatory Compliance Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Los Angeles Fire Department Address Code: 5 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Fire Marshall Fire Life Safety Projects Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

<p>Not Cleared</p>	<p>Agency: Los Angeles Fire Department Description: Hydrants and access around building Address Code: 5 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____ Comments:</p>
<p>Not Cleared</p>	<p>Agency: Bureau of Sanitation Description: Obtain plan approval for development with more than 500 sf. floor area Address Code: 19 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____ Comments:</p>

End of Clearance(s) for 17010 - 10000 - 02289. Refer to "ADDRESS CODES" sheet for clearance agency address/phone information.

"CLEARANCE AGENCY" ADDRESS CODES"

(NOTE: Address Code 3 not in use at this time - Contact your plan check engineer for instructions)

Code	Agency Name	Agency Address	(Call First)
1	Bureau of Engineering (Within Central District)	- Address Approval - Highway Dedication / Hillside Ord - Flood/Drainage: 1149 S Broadway	(213) 482-7030 (213) 482-7030 (213) 485-4820
	Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Appointment required - call first - Sewer / Driveway - Excavation/Marquee: 201 N. Fig. St., 3rd Flr Harbor District - (7:30 am to 4:30 pm)	(213) 482-7030 (213) 482-7048 (310) 732-4677
1	Bureau of Engineering (Outside Central District)	638 S. Beacon St., Suite 427, San Pedro Valley District - 6262 Van Nuys Blvd., Room 251, Van Nuys West Los Angeles District - 1828 Sawtelle Blvd., 3rd Floor, West LA 1149 S. Broadway, 3rd Floor	(818) 374-5090 (310) 575-8384
	Street Use Permits		(213) 847-6000
2	Department of City Planning	Development Services Center (DSC) - All City Planning Questions & Clearances via walk-in. All Case Filing & Case Condition Clearing via appointment. Hours: M, T, Th, F from 7:30 AM to 4:30 PM. W from 9:00 AM to 4:30 PM. DSC Metro Counter, Fig. Plaza DSC Valley Counter, Marvin Braude Bldg Office of Historic Resources (OHR) - HPOZ/Historic-Cultural Monuments/Mills Act. APPT. ONLY Historic Monuments & Mills Act HPOZ	(213) 482-7077 (818) 374-5050 (213) 978-1200 (213) 978-1198
4	Building & Safety	Plan Implementation Division & Neighborhood Projects - Specific Plans/DRB/CDO/TOD/SIN/SSO/ROD/CPHO. APPT. ONLY Metro Neighborhood Projects Valley Neighborhood Projects Schedule Case Filing or Case Condition Clearance - Online: Department Phone Directory - Online:	(213) 978-1160 (818) 374-5072
	Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	City Hall, 200 N. Spring St., Rm. 620, Los Angeles City Hall, 200 N. Spring St., Rm. 601, Los Angeles	(213) 978-1200 (213) 978-1198
5	Fire Department	Disabled Access: See DA corrections Hold / ZI: See plan check engineer Grading: Go to District Office for project	Call plan checker Call plan checker (213) 482-0480
	Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Construction Services Unit: 201 N. Figueroa St., Rm. 300 Hydrants and Access Unit: 201 N. Figueroa St., Rm. 300 Van Nuys: 6262 Van Nuys Blvd., Rm. 251 West LA: 1828 Sawtelle Blvd., 2nd Floor	(213) 482-6900 (213) 482-6543 (818) 374-5005 (310) 575-8271
6	Transportation Department	Fig. Plaza: 201 N. Fig. St. - (See NOTE) (Only check payments accepted) West Valley: 6262 Van Nuys Blvd., #320 West LA: 7166 W. Manchester Ave. - Additional Phone # for WLA CalTrans: 100 S. Main St., 9th Floor Bicycle Corrals: 100 S. Main St., 9th Floor	(213) 482-7024 (818) 374-4699 (213) 485-1062 (310) 524-8253 (213) 972-4962

Code	Agency Name	Agency Address	(Call First)
7	Los Angeles County Health Department	3530 Wilshire Blvd., 9th Floor, LA 90010 14500 Roscoe Blvd, 5th floor, Panorama City 6053 Bristol Pkwy., 2nd Floor, Culver City 122 W. 8th St., Rm 20-A, San Pedro	(213) 351-7895 (818) 672-2200 (310) 665-8483 (310) 665-8450
	Community Redevelopment Agency (CRA)	Figueroa Plaza: 201 N. Figueroa St., Wed. Only (See NOTE at bottom right)	(213) 482-6595
9	Calif. Div. of Occupational Safety and Health	320 W. 4th St., Rm. 850, LA 6150 Van Nuys Blvd., Rm. 405, Van Nuys	(213) 576-7451 (818) 901-5403
	South Coast Air Quality Management District (SCAQMD)	Appointment required - call first	
10	Department of Conservation, Division of Oil and Gas	21865 E. Copley Dr., Diamond Bar Hours: T - F, 7:30 am-5:00 pm	(800) 388-2121 ** Call first **
11	Cultural Affairs Department	5816 Corporate Ave., Rm. 200, Cypress	(714) 816-6847
12	Department of Water and Power, Real Estate Division	City Property/Marques(Public Way), Arts Development Fees, and Mural Signs 201 N. Figueroa St., 14th Floor, LA 221 N Figueroa St, LA, 16th floor, Suite 1600 Please allow 2-6 weeks to process request	(213) 202-5500 (213) 367-0562
16	Housing Department	Density bonus/parking incentive Demo/reduction of units/rooms Tenant Habitability Plan	(213) 808-8843 (213) 808-8537 (213) 252-2852
	Metro. Trans. Authority (MTA)	201 N. Figueroa St., 4th Floor MTA, Project Engineering Facilities One Gateway Plaza - 16th Floor Los Angeles, CA 90012	Call for appointment. (213) 922-5285
18	Port of Los Angeles	425 S. Palos Verdes St., San Pedro	(310) 732-3850
19	Bureau of Sanitation	Industrial Waste Mgmt. Div. (Fats/Oils/Grease) 2714 Media Center Dr., Glassell Park Watershed Project Division (Stormwater) Recycling Division (Waste Hauler)	Call for appointment. (323) 342-6118 (213) 482-7066
	LA County Fire Department	201 N. Figueroa St., 3rd Floor 5825 Rickenbacker Rd., Commerce Hours: Monday - Thursday, 8:30 am-3:30 pm	(323) 890-4106 ** Call First **
21	Los Angeles World Airport	1 World Way Administration East, Room 218 Email: LAXPlanning@lawa.org	(424) 646-5174 or Email
22	Office of Finance	Fig. Plaza: 201 N. Fig. St. - (See NOTE) Van Nuys: 6262 Van Nuys Blvd., Rm. 110 West LA: 1828 Sawtelle Blvd., Rm. 102 City Hall: 200 N. Spring St., Rm. 101 1149 S. Broadway, 4th Floor Los Angeles, CA 90015	(818) 374-6850 (310) 575-8888 (844) 663-4411 (213) 847-3077
23	Bureau of Street Services, Urban Forestry Division		

NOTE: For clearances required from agencies located at 201 N. Figueroa Street (between Temple St. & 1st St. in downtown Los Angeles), sign-in at the 4th floor receptionist counter for a "Q-Matic" referral to the appropriate 3rd or 4th floor counter.

18220 W Sherman Way

Permit Application # : **17010 - 10000 - 02289**

Bldg-New
Commercial
Plan Check

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287FO
Initiating Office: METRO
Printed on: 07/07/17 13:08:41

PLOT PLAN ATTACHMENT

(DO NOT DRAW, WRITE, OR PASTE ATTACHMENTS OUTSIDE BORDER)

18220 W Sherman Way



Application #: 17020 - 10000 - 01750
 Plan Check #: B17LA10287
 Event Code:

Printed: 07/07/17 01:09 PM
 Status Date: 07/05/2017

Nonbldg-New Commercial Regular Plan Check Plan Check	City of Los Angeles - Department of Building and Safety APPLICATION FOR BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY	Last Status: PC Assigned Status Date: 07/05/2017
---	--	---

TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	ASSESSOR PARCEL #
TR 21799		10	2	M B 617-42/44	183B125 267	2125 - 036 - 105

3. PARCEL INFORMATION Airport Hazard Area - Horizontal Surface Area Area Planning Commission - South Valley LADBS Branch Office - VN Council District - 3 Community Design Overlay District - Reseda Central Bu	Certified Neighborhood Council - Reseda Community Plan Area - Reseda - West Van Nuys Census Tract - 1323.00 District Map - 183B125 Energy Zone - 9	Near Source Zone Distance - 10.2 School Within 500 Foot Radius - YES Thomas Brothers Map Grid - 530-J5
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ZONES(S): [QP]-1L-CDO

4. DOCUMENTS			
ZI - ZI-2339 Reseda Central Business Di ZA - ZA-2014-995-ZV	ORD - ORD-162925	ORD - ORD-176557	
ZA - ZA-1993-594-CUZ	PKLY - PKG-1029	ORD - ORD-169649	ORD - ORD-176558
ZA - ZA-2005-3787-ZV	ORD - ORD-109345	ORD - ORD-171941	ORD - ORD-176619
ZA - ZA-2008-748-ZV	ORD - ORD-119865	ORD - ORD-172925	CPC - CPC-11708

5. CHECKLIST ITEMS
Storm Water - LID Project

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION	
Owner(s): MAGNOLIA EDUCATIONAL AND RESE/ 13950 MILTON AVE UNIT 200	WESTMINSTER CA 92683
Tenant:	
Applicant: (Relationship: Other) ETMNY CORNEJO - FRANCO ARCHITE 12345 VENTURA BL. SUITE H	STUDIO CITY, CA 91604 (818) 754-2030

7. EXISTING USE	PROPOSED USE	8. DESCRIPTION OF WORK
	(61) Use of Land	OFF-SITE PARKING LOT ACROSS ALLEY, RE-STRIPPING NEW LANDSCAPE AREA,

9. # Bldgs on Site & Use: 2 OF 3 10. APPLICATION PROCESSING INFORMATION BLDG. PC By: _____ OK for Cashier: _____ Signature: _____	DAS PC By: Eddie Garin Coord. OK: _____ Date: _____ For inspection requests, call toll-free (888) LA4BUILD (524-2845). Outside LA County, call (213) 482-0000 or request inspections via www.ladbs.org . To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231.
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For Cashier's Use Only **W/O #: 72001750**

11. PROJECT VALUATION & FEE INFORMATION Final Fee Period	
Permit Valuation: \$20,000	PC Valuation: \$0
FINAL TOTAL Nonbldg-New	397.51
Permit Fee Subtotal Nonbldg-New	290.00
Plan Check Subtotal Nonbldg-New	0.00
Off-hour Plan Check	0.00
E.Q. Instrumentation	5.60
D.S.C. Surcharge	9.68
Sys. Surcharge	19.36
Planning Surcharge	19.02
Planning Surcharge Misc Fee	10.00
Planning Gen Plan Maint Surchar	15.85
CA Bldg Std Commission Surchar	1.00
Permit Issuing Fee	27.00
Sewer Cap ID: _____	Total Bond(s) Due: _____

12. ATTACHMENTS
Plot Plan



13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")	17020 - 10000 - 01750
(P) Floor Area (ZC): 0 Sqft / 0 Sqft (P) B Occ. Group: 0 Sqft / 0 Sqft (P) Parking Req'd for Site (Auto+Bicycle): +35 Stalls / 35 (P) Provided Compact for Site: Stalls (P) Provided Disabled for Site: +2 Stalls / 2 Stalls (P) Provided Standard for Site: +33 Stalls / 33 Stalls (P) Total Provided Parking for Site: Stalls	

14. APPLICATION COMMENTS:	
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15. BUILDING RELOCATED FROM:

16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) WANG, JOHANN D	3375 CANTON WAY,	STUDIO CITY, CA 91604	C27010	

PLAN CHECK EXPIRATION: Unless a shorter period of time has been established by an official action, plan check approval expires one and a half years after the plan check fee has been paid.

18220 W SHERMAN WAY

Courier? (Yes or No)

- | | | |
|---------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> P.C. | <input type="checkbox"/> N.P. | <input type="checkbox"/> S.P.I. |
| <input type="checkbox"/> D.A.S. | <input type="checkbox"/> G.P.I. | <input type="checkbox"/> D.P.I. |

USE:	17020 - 10000 - 01750
	Plan Check Number - Regular PC
0	B17LA10287

Submittal Date: 06/22/2017

Notes: _____

PC Engr: _____

Ready for Pick-up

18220 W Sherman Way

Permit Application #: 17020 - 10000 - 01750

Nonbldg-New Commercial Regular Plan Check	City of Los Angeles - Department of Building and Safety 17020 - 10000 - 01750 CLEARANCE SUMMARY WORKSHEET	Plan Check #: B17LA10287 Plans Filed in: METRO Printed On: 07/07/17 13:09:54
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IMPORTANT: This summary documents the clearance(s) required prior to permit issuance. Most clearance(s) are granted electronically, however this form will also be completed so that in the event of a computer outage, there is evidence of the clearance action(s). Keep this form with all other documents necessary to obtain the permit.

INSTRUCTIONS

APPLICANT/REPRESENTATIVE: You are advised to initiate the approval process for the following permit application clearance(s) marked as "Not Cleared" as soon as possible, in order to allow adequate time to obtain the approvals. Certain departments (such as the Department of City Planning) may require additional plan review and approval process, which may include mandatory appeal periods. The address and phone number of the specific agency corresponding to the "Address Code:" shown for each clearance is indicated at the end of this form and it is recommended that you call before appearing in person. Remember to bring a copy of the permit application to the clearance agency for their reference. A "Cleared" condition requires no further action on your part.

CLEARANCE AGENCIES: For city agencies, perform electronic clearance action(s) using PCIS and complete this form. For non-city agencies or PCIS outages, complete this form.

Description of Work: OFF-SITE PARKING LOT ACROSS ALLEY, RE-STRIPPING NEW LANDSCAPE AREA,

Building & Safety Contact

Plan Check Office:

PC Engineer:

Status	Clearance Description and New Status	
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: New or unrecognized address Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: The fee authorized by Ord. 176,300 for PW/Eng to process clearance(s) for LADBS issued permits Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Roof and/or site drainage to street Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: "Q" conditions per 12.32G.2 (Qualified classification) Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: CPC-2002-1263-CDO-ZC-MS Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Parking lot w/ >20 cars per 12.21A6(g) or (h), or >6 cars per 12.42B Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Reseda Central Business District Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Zoning Administrator Case #ZA-1993-594-CUZ Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Zoning Administrator Case #ZA-2008-748-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Zoning Administrator Case #ZA-2014-995-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

<p>Not Cleared</p>	<p>Agency: City Planning Department Description: Zoning Administrator Case #:ZA-2005-3787-ZV Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____ Comments:</p>
<p>Not Cleared</p>	<p>Agency: Bureau of Sanitation Description: Obtain plan approval for development with more than 500 sf. floor area Address Code: 19 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____ Comments:</p>

End of Clearance(s) for 17020 - 10000 - 01750. Refer to "ADDRESS CODES" sheet for clearance agency address/phone information.

"CLEARANCE AGENCY" ADDRESS CODES"

(NOTE: Address Code 3 not in use at this time - Contact your plan check engineer for instructions)

Code	Agency Name	Agency Address	(Call First)
1	Bureau of Engineering (Within Central District) Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	- Address Approval - Highway Dedication / Hillside Ord. - Flood/Drainage: 1149 S. Broadway Appointment required - call first - Sewer / Driveway - Excavation/Marquee: 201 N. Fig. St., 3rd Flr Harbor District - (7:30 am to 4:30 pm) 638 S. Beacon St., Suite 427, San Pedro Valley District - 6262 Van Nuys Blvd., Room 251, Van Nuys West Los Angeles District - 1828 Sawtelle Blvd., 3rd Floor, West L.A 1149 S. Broadway, 3rd Floor	(213) 482-7030 (213) 482-7030 (213) 485-4820 (213) 482-7030 (213) 482-7048 (310) 732-4677 (818) 374-5090 (310) 575-8384 (213) 847-6000
1	Bureau of Engineering (Outside Central District)		
1	Street Use Permits		
2	Department of City Planning Development Services Center (DSC) - All City Planning Questions & Clearances via walk-in. All Case Filing & Case Condition Clearing via appointment. Hours: M, T, Th, F from 7:30 AM to 4:30 PM. W from 9:00 AM to 4:30 PM. DSC Metro Counter, Fig. Plaza DSC Valley Counter, Marvin Braude Bldg Office of Historic Resources (OHR) - HPOZ/Historic-Cultural Monuments/Mills Act - APPT. ONLY Historic Monuments & Mills Act HPOZ Plan Implementation/Division & Neighborhood Projects - Specific Plan/DRB/CDO/TOD/SN/NSO/POD/CPHO. APPT. ONLY Metro Neighborhood Projects Valley Neighborhood Projects Schedule Case Filing or Case Condition Clearance - Online: Department Phone Directory - Online:	201 N. Figueroa St., 4th Floor, Los Angeles 6262 Van Nuys Blvd., Rm. 251, Van Nuys City Hall, 200 N. Spring St., Rm. 620, Los Angeles City Hall, 200 N. Spring St., Rm. 601, Los Angeles City Hall, 200 N. Spring St., Rm. 621, Los Angeles M. Braude Bldg, 6262 Van Nuys Blvd., Rm. 430, Van Nuys cityplanning.lacounty.gov. Click on "Development Services Centers", then "Make Appointment" cityplanning.lacounty.gov. Click on "Planning Contacts"	(213) 482-7077 (818) 374-5050 (213) 978-1200 (213) 978-1198 (213) 978-1160 (818) 374-5072
4	Building & Safety Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Disabled Access: See DA corrections Hold / ZI: See plan check engineer Grading: Go to District Office for project	Call plan checker Call plan checker (213) 482-0480 (213) 482-6900
5	Fire Department Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Construction Services Unit: 201 N. Figueroa St., Rm. 300 Hydrants and Access Unit: 201 N. Figueroa St., Rm. 300 Van Nuys: 6262 Van Nuys Blvd., Rm. 251 West LA: 1828 Sawtelle Blvd., 2nd Floor	(213) 482-6543 (818) 374-5005 (310) 575-8271 (213) 482-7024
6	Transportation Department ZI 1729, 1870 = West Valley ZI 1448, 1874, 1887, 2192 = WLA ZI 2351 = DOT @ CalTrans Building (All others = Fig. Plaza)	Fig. Plaza: 201 N. Fig. St. - (See NOTE) (Only check payments accepted) West Valley: 6262 Van Nuys Blvd., #320 West L.A.: 7166 W. Manchester Ave. - Additional Phone # for WLA CalTrans: 100 S. Main St., 9th Floor Bicycle Corrals: 100 S. Main St., 9th Floor	(213) 482-7024 (818) 374-4699 (213) 485-1062 (310) 524-8253 (213) 972-4962
7	Los Angeles County Health Department Admin. HQ: 5050 Commerce Dr. Baldwin Park, (626) 430-5560	3530 Wilshire Blvd., 9th Floor, LA 90010 14500 Roscoe Blvd, 5th floor, Panorama City 6053 Bristol Pkwy., 2nd Floor, Culver City 122 W. 8th St., Rm 20-A, San Pedro	(213) 351-7895 (818) 672-2200 (310) 665-8483 (310) 665-8450
8	Community Redevelopment Agency (CRA)	Figueroa Plaza: 201 N. Figueroa St., Wed. Only (See NOTE at bottom right)	(213) 482-6595
9	Calif. Div. of Occupational Safety and Health Appointment required - call first	320 W. 4th St., Rm. 850, LA 6150 Van Nuys Blvd., Rm. 405, Van Nuys	(213) 576-7451 (818) 901-5403
10	South Coast Air Quality Management District (SCAQMD)	21865 E. Copley Dr., Diamond Bar Hours: T - F, 7:30 am-5:00 pm	(800) 388-2121 ** Call first **
11	Department of Conservation, Division of Oil and Gas	5816 Corporate Ave., Rm. 200, Cypress	(714) 816-6847
12	Cultural Affairs Department 201 N. Figueroa St., 14th Floor, LA	City Property/Marques(Public Way), Arts Development Fees, and Mural Signs	(213) 202-5500
13	Department of Water and Power, Real Estate Division	221 N Figueroa St., L.A., 16th floor, Suite 1600 Please allow 2-6 weeks to process request	(213) 367-0562
16	Housing Department Density bonus/parking incentive Demo/reduction of units/rooms Tenant Habitability Plan	1200 W. 7th St., 1 st Floor 1200 W. 7th St., 1 st Floor 3550 Wilshire Blvd., #1500, Koreatown 201 N. Figueroa St., 4th Floor	(213) 808-8843 (213) 808-8537 (213) 252-2852
17	Metro. Trans. Authority (MTA) Primary Contact: Aspet Davidian Email: davidiana@metro.net	MTA, Project Engineering Facilities One Gateway Plaza - 16th Floor Los Angeles, CA 90012	Call for appointment. (213) 922-5285
18	Port of Los Angeles	425 S. Palms Verdes St., San Pedro	(310) 732-3850
19	Bureau of Sanitation	Industrial Waste Mgmt. Div. (Fats/Oils/Grease) 2714 Media Center Dr., Glassell Park Watershed Project Division (Stormwater) Recycling Division (Waste Hauler) 201 N. Figueroa St., 3rd Floor 5825 Rickenbacker Rd., Commerce Hours: Monday - Thursday, 8:30 am-3:30 pm 1 World Way Administration East, Room 218	Call for appointment. (323) 342-6118 (213) 482-7066 (323) 890-4106 ** Call First ** (424) 646-5174 or Email
20	LA County Fire Department	201 N. Figueroa St., Rm. 110 West LA: 1828 Sawtelle Blvd., Rm. 102 City Hall: 200 N. Spring St., Rm. 101 1149 S. Broadway, 4th Floor Los Angeles, CA 90015	(818) 374-6850 (310) 575-8888 (844) 663-4411 (213) 847-3077
21	Los Angeles World Airport Email: LAXPlanning@lawa.org	Administration East, Room 218	(424) 646-5174
22	Office of Finance	Fig. Plaza: 201 N. Fig. St. - (See NOTE) Van Nuys: 6262 Van Nuys Blvd., Rm. 110 West LA: 1828 Sawtelle Blvd., Rm. 102 City Hall: 200 N. Spring St., Rm. 101 1149 S. Broadway, 4th Floor Los Angeles, CA 90015	(818) 374-6850 (310) 575-8888 (844) 663-4411 (213) 847-3077
23	Bureau of Street Services, Urban Forestry Division	1149 S. Broadway, 4th Floor Los Angeles, CA 90015	(213) 847-3077

NOTE: For clearances required from agencies located at 201 N. Figueroa Street (between Temple St. & 1st St. in downtown Los Angeles), sign-in at the 4th floor receptionist counter for a "Q-Matic" referral to the appropriate 3rd or 4th floor counter.

18220 W Sherman Way

Permit Application # : **17020 - 10000 - 01750**

Nonbldg-New
Commercial
Plan Check

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287

Initiating Office: METRO

Printed on: 07/07/17 13:10:00

PLOT PLAN ATTACHMENT

(DO NOT DRAW, WRITE, OR PASTE ATTACHMENTS OUTSIDE BORDER)

13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")		17020 - 10000 - 01751
14. APPLICATION COMMENTS:		
15. BUILDING RELOCATED FROM:		
16. CONTRACTOR, ARCHITECT & ENGINEER NAME (A) WANG, JOHANN D	ADDRESS 3375 CANTON WAY,	CLASS STUDIO CITY, CA 91604
		LICENSE # C27010
		PHONE #
PLAN CHECK EXPIRATION: Unless a shorter period of time has been established by an official action, plan check approval expires one and a half years after the plan check fee has been paid.		

18220 W SHERMAN WAY

Courier? (Yes or No)

- P.C. N.P. S.P.I.
 D.A.S. G.P.I. D.P.I.

USE:	17020 - 10000 - 01751
	Plan Check Number - Regular PC
0	B17LA10287

Submittal Date: 06/22/2017

Notes: _____

PC Engr: _____

Ready for Pick-up

18220 W Sherman Way

Permit Application #: 17020 - 10000 - 01751

Nonbldg-New

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287

Commercial

17020 - 10000 - 01751

Plans Filed in: METRO

Regular Plan Check

CLEARANCE SUMMARY WORKSHEET

Printed On: 07/07/17 13:10:30

IMPORTANT: This summary documents the clearance(s) required prior to permit issuance. Most clearance(s) are granted electronically, however this form will also be completed so that in the event of a computer outage, there is evidence of the clearance action(s). Keep this form with all other documents necessary to obtain the permit.

INSTRUCTIONS

APPLICANT/REPRESENTATIVE: You are advised to initiate the approval process for the following permit application clearance(s) marked as "Not Cleared" as soon as possible, in order to allow adequate time to obtain the approvals. Certain departments (such as the Department of City Planning) may require additional plan review and approval process, which may include mandatory appeal periods. The address and phone number of the specific agency corresponding to the "Address Code:" shown for each clearance is indicated at the end of this form and it is recommended that you call before appearing in person. Remember to bring a copy of the permit application to the clearance agency for their reference. A "Cleared" condition requires no further action on your part.

CLEARANCE AGENCIES: For city agencies, perform electronic clearance action(s) using PCIS and complete this form. For non-city agencies or PCIS outages, complete this form.

Description of Work: TRASH CLOSURE.	Building & Safety Contact Plan Check Office: PC Engineer:
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Status	Clearance Description and New Status	
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: "Q" conditions per 12.32G.2 (Qualified classification) Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: CPC-2002-1263-CDO-ZC-MS Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #:ZA-2005-3787-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-1993-594-CUZ Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-1988-350-CUB Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-2014-995-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-2008-748-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Information File #ZI-2339 Reseda Central Business District Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

End of Clearance(s) for 17020 - 10000 - 01751. Refer to "ADDRESS CODES" sheet for clearance agency address/phone information.

CLEARANCE AGENCY "ADDRESS CODES"

(NOTE: Address Code 3 not in use at this time - Contact your plan check engineer for instructions)

Code	Agency Name	Agency Address	(Call First)
1	Bureau of Engineering (Within Central District) Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	- Address Approval - Highway Dedication / Hillside Ord - Flood/Drainage: 1149 S. Broadway Appointment required - call first - Sewer / Driveway - Excavation/Marquee: 201 N. Fig. St., 3rd Flr Harbor District - (7:30 am to 4:30 pm) 638 S. Beacon St., Suite 427, San Pedro Valley District - 6262 Van Nuy Blvd., Room 251, Van Nuys West Los Angeles District - 1828 Sawtelle Blvd., 3rd Floor, West LA 1149 S. Broadway, 3rd Floor	(213) 482-7030 (213) 482-7030 (213) 485-4820 (213) 482-7030 (213) 482-7048 (310) 732-4677 (818) 374-5090 (310) 575-8384 (213) 847-6000
2	Department of City Planning Development Services Center (DSC) - All City Planning Questions & Clearances via walk-in. All Case Filing & Case Condition Clearing via appointment. Hours: M, T, Th, F from 9:30 AM to 4:30 PM. W from 9:00 AM to 4:30 PM. DSC Metro Counter, Fig. Plaza DSC Valley Counter, Marvin Braude Bldg Office of Historic Resources (OHR) - HPOZ/Historic-Cultural Monuments/Mills Act. APPT ONLY Historic Monuments & Mills Act HPOZ Plan Implementation Division & Neighborhood Projects - Specific Plan/DRB/CDO/TOD/SN/SSO/POD/CPO APPT ONLY Metro Neighborhood Projects Valley Neighborhood Projects Schedule Case Filing or Case Condition Clearance - Online: Department Phone Directory - Online:		(213) 482-7077 (818) 374-5050 (213) 978-1200 (213) 978-1198 (213) 978-1160 (818) 374-5072
4	Building & Safety Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	City Hall: 200 N. Spring St., Rm. 620, Los Angeles City Hall: 200 N. Spring St., Rm. 601, Los Angeles M. Braude Bldg: 6262 Van Nuy Blvd., Rm. 430, Van Nuys sitplanlama.lacity.org. Click on "Development Services Centers", then "Make Appointment" sitplanlama.lacity.org. Click on "Planning Contacts" Disabled Access: See DA corrections Hold / Zi: See plan check engineer	Call plan checker Call plan checker (213) 482-0480 (213) 482-6900
5	Fire Department Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Construction Services Unit: 201 N. Figueroa St., Rm. 300 Hydrants and Access Unit: 201 N. Figueroa St., Rm. 300 Van Nuys: 6262 Van Nuy Blvd., Rm. 251 West LA: 1828 Sawtelle Blvd., 2nd Floor	(213) 482-6543 (818) 374-5005 (310) 575-8271 (213) 482-7024
6	Transportation Department ZI 1729, 1870 = West Valley ZI 1448, 1874, 1887, 2192 = WLA ZI 2351 = DOT @ CalTrans Building (All others = Fig. Plaza)	Fig. Plaza: 201 N. Fig. St. - (See NOTE) (Only check payments accepted) West Valley: 6262 Van Nuy Blvd., #320 West LA: 7166 W. Manchester Ave. - Additional Phone # for WLA CalTrans: 100 S. Main St., 9th Floor Bicycle Corrals: 100 S. Main St., 9th Floor	(213) 482-7024 (818) 374-4699 (213) 485-1062 (310) 524-8253 (213) 972-4962

Code	Agency Name	Agency Address	(Call First)
7	Los Angeles County Health Department Admin. HQ: 5050 Commerce Dr. Baldwin Park, (626) 430-5560 Community Redevelopment Agency (CRA) Wed. Only (See NOTE at bottom right)	3530 Wilshire Blvd., 9th Floor, LA 90010 14500 Roscoe Blvd. 5th floor, Panorama City 6053 Bristol Pkwy., 2nd Floor, Culver City 122 W. 8th St., Rm 20-A, San Pedro Figueroa Plaza: 201 N. Figueroa St., Wed. Only (See NOTE at bottom right)	(213) 351-7895 (818) 672-2200 (310) 665-8483 (310) 665-8450 (213) 482-6595 (213) 576-7451 (818) 901-5403
9	Calif. Div. of Occupational Safety and Health Appointment required - call first	320 W. 4th St., Rm. 850, LA 6150 Van Nuys Blvd., Rm. 405, Van Nuys	(800) 388-2121 ** Call first **
10	South Coast Air Quality Management District (SCAQMD) Department of Conservation, Division of Oil and Gas	21865 E. Copley Dr., Diamond Bar Hours: T - F, 7:30 am-5:00 pm 5816 Corporate Ave., Rm. 200, Cypress	(213) 202-5500 (213) 367-0562
11	Cultural Affairs Department 201 N. Figueroa St., 14th Floor, LA	City Property/Marques/Public Way), Arts Development Fees, and Miral Signs	(213) 202-5500
12	Department of Water and Power, Real Estate Division	221 N Figueroa St., LA, 16th floor, Suite 1600 Please allow 2-6 weeks to process request	(213) 367-0562
16	Housing Department Density bonus/parking incentive Demo/reduction of units/rooms Tenant Habitability Plan	1200 W. 7th St., 1st Floor 1200 W. 7th St., 1st Floor 3550 Wilshire Blvd., #1500, Koreatown 201 N. Figueroa St., 4th Floor	(213) 808-8843 (213) 808-8537 (213) 252-2852
17	Metro. Trans. Authority (MTA) Primary Contact: Aspet Davidian Email: davidiana@metro.net	MTA, Project Engineering Facilities One Gateway Plaza - 16th Floor Los Angeles, CA 90012	Call for appointment. (213) 922-5285
18	Port of Los Angeles	425 S. Palms Verdes St., San Pedro	(310) 732-3850
19	Bureau of Sanitation	Industrial Waste Mgmt. Div. (Fats/Oils/Grease) 2714 Media Center Dr., Grassell Park Watershed Project Division (Stormwater) Recycling Division (Waste Hauler) 201 N. Figueroa St., 3rd Floor	Call for appointment. (323) 342-6118 (213) 482-7066
20	LA County Fire Department	5825 Rickenbacker Rd., Commerce Hours: Monday - Thursday, 8:30 am-3:30 pm 1 World Way Administration East, Room 218	(323) 890-4106 ** Call First ** (424) 646-5174 or Email
21	Los Angeles World Airport Email: LAXPlanning@lawa.org	Fig. Plaza: 201 N. Fig. St. - (See NOTE) Van Nuys: 6262 Van Nuys Blvd., Rm. 110 West LA: 1828 Sawtelle Blvd., Rm. 102 City Hall: 200 N. Spring St., Rm. 101 1149 S. Broadway, 4th Floor Los Angeles, CA 90015	(818) 374-6850 (310) 575-8888 (844) 663-4411 (213) 847-3077
22	Office of Finance		
23	Bureau of Street Services, Urban Forestry Division		

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18220 W Sherman Way

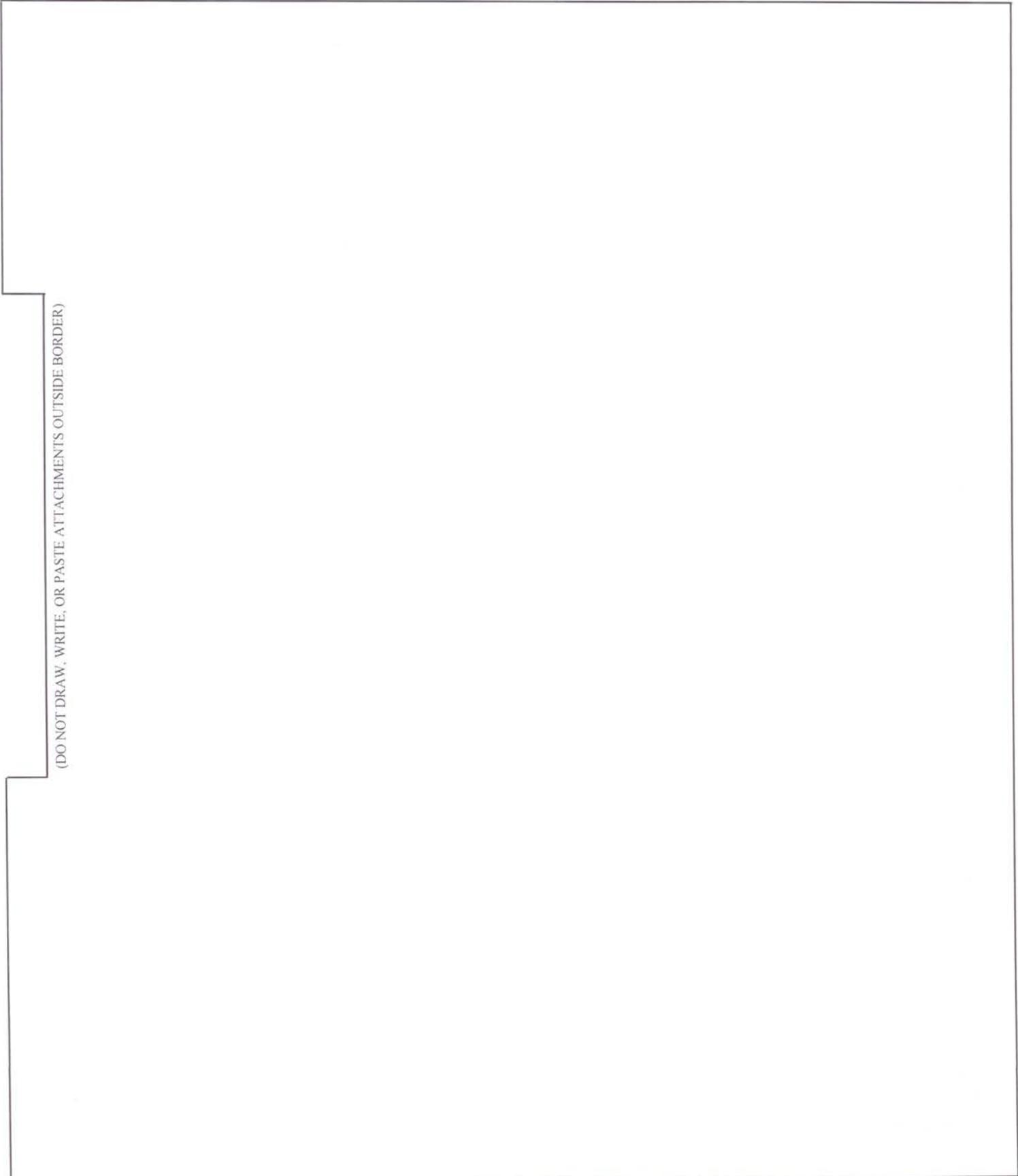
Permit Application # : **17020 - 10000 - 01751**

Nonbldg-New
Commercial
Plan Check

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287
Initiating Office: METRO
Printed on: 07/07/17 13:10:36

PLOT PLAN ATTACHMENT



(DO NOT DRAW, WRITE, OR PASTE ATTACHMENTS OUTSIDE BORDER)

COUNCIL DISTRICT: 3

INSPECTION DISTRICT: BIGVN3

PLOT PLAN

 <p>PRIMESOURCE PROJECT MANAGEMENT Project Leadership | Project Success</p>	<p>Board Informative 4: MSA-1 Site Master Planning and Third Building</p>

Board Informative 4: MSA-1 Site Master Planning and Third

Building Date: October 9, 2017

Action Requested: Staff is requesting Board direction on the question of a third building at the campus and various site planning questions. (Please refer to MSA-1 Site Master Planning Questions, attached.) Specific direction requested on the site and third building includes:

- (1) The first question is whether or not to plan for a third building to meet underserved needs on campus?
- (2) If a building, what configuration to use, a one-story or two-story configuration?
- (3) How big should the building be?
- (4) Should the building accommodate competitive sports?
- (5) What size groups should be accommodated?
- (6) Should the building accommodate combined or staggered dining for both schools?
- (7) Are there other functions or support spaces required?
- (8) What is the realistic budget for this building?
- (9) Is this a near term project or a project for the future?

Specific direction requested on site planning includes:

- (1) Where should the building go on the site?
- (2) Is an outdoor athletic area a good use of the site and what kind of surfacing should be used?
- (3) Staff needs direction on whether and how much to enclose the parking lot parcels.
- (4) Does the Board support a minimal landscape concept using a cypress green screen?
- (5) Should the parking lot have trees and night lighting?

Background - The MSA-1 site includes two parcels that currently are fully paved and also contains the fenced in outdoor dining area for the campus. (Please reference MSA-1 Current Site Plan and Issues, attached.) Various improvements are required under terms of the current



zoning variance and to support the new high school building project. It is prudent to ensure that these various improvements are consistent with the long term use and development of the campus. That development may include a third building, which because of its size, would impact or define many other site variables. Site planning must begin with the question of a third building and its placement, size, and timing.

Unmet Campus Building Needs - Even with the new high school building, there are space limitations that impact campus learning.

Food service is outdoors under temporary canopies; there is no indoor dining area. While this is permitted under a zoning variance, that variance expires and is not permanent. Outdoor service has obvious limitations, especially during inclement weather. The new high school adds limited dining space, also outdoors (but covered). This dining area is not large enough to accommodate the entire high school student body. The interim plan is to use the high school roof as a secondary dining area, or to alternate dining periods within the current outdoor dining area.

Large group assemblies are not possible on the campus except in the parking lot. There is no indoor space adequate to hold either the high school or middle school students or to accommodate large groups of parents or any other large group activity. This has severely limited the school's ability to host traditional theater, performance, assemblies, science fairs and the like.

Physical education currently takes place in the indoor gymnasium supplemented with outdoor activities primarily in the parking lot. The new high school building will add rooftop changing rooms, basketball court and recreation area. Given the very high temperatures normally experienced in Reseda, there will be significant blocks of time that this area is unusable. The gymnasium will be demolished as part of the high school building program. During construction, physical education will occur primarily in the parking lot, which violates current zoning variance requirements, and is otherwise handicapped by vehicles and other obstructions.

There are no facilities on or near campus to accommodate team sports, at either the intramural or CIF competitive level.

Build a third building? – Staff proposes that the unmet needs be accommodated in a new third building located in the parking lot that currently accommodates the outdoor dining area. This would be a multi-purpose structure supporting both schools. The first question is whether or not to plan for a third building to meet underserved needs on campus?



Building configuration? – If a building goes forward, the second major decision is whether to build a one-story or two-story structure:

- a one story structure would serve all functions on the ground floor
- a two-story structure with athletics/some assemblies on the upper floor and dining/assemblies/instruction on the lower floor.

A one-story structure would require more time to assemble/disassemble the dining area to make room for athletics or other assemblies: it cannot accommodate as much use as a two-story structure. A two-story configuration allows two different activities to occur at the same time. The second question is what configuration to use?

Building Size? - How big should the building be? It needs to be large enough to accommodate the following activities:

Sports requirements – a standard basketball court is 50 feet by 83 feet, plus circulation space surrounding the court. A standard volleyball court is smaller, but similar in overall size. If standard high school sports are to occur at the school, they require a footprint of approximately 7,000 SF. Competitive sports require audience seating, but given the small school size, could be accommodated by folding seating along one side of the court rather than in bleachers. If MSA does not plan on CIF competition, then non-standard smaller courts can be built and the footprint shrunk accordingly. Should the building accommodate competitive sports?

School group assemblies – both schools will quickly reach a population of +/- 450 students. The building should have an indoor space sufficient to accommodate 450 plus staff in a seated configuration. This size would also accommodate parent meetings and other large group activities like science fairs. What size groups should be accommodated?

Dining – should both schools dine at the same time in the same building? Staggered breakfast and lunch periods can be done, but added coordination is required. The downside is that the building is available for non-dining activities for less time. For example, a reasonable estimate is that setup time, serving time, takedown time for breakfast and lunch for combined serving requires 2.5 hours per day and staggered serving would require 4.25 hours per day. There is less time available for other uses. Should the building accommodate combined or staggered dining?

Dining requires tables, meaning that dining for +/- 900 students would require a large space. However, the building could combine both indoor and outdoor dining. Outdoor dining could be covered with fabric awnings or fixed roofs extending from the building, and adjacent walls could “open



up” via large sliding doorways to connect indoor and outdoor spaces. A building that “opens up” would also be able to accommodate irregular very large group activities, like events that combine Magnolia Reseda schools. Should all dining be indoors or should the building provide a combination of indoor and outdoor space?

Support spaces – various support spaces are required including: changing rooms (male/female, 30 students each, lockers, no showers), student and adult bathrooms, food service support area (washup, counter space), athletic equipment storage, seating/table storage, mechanical electrical and janitorial space. There is consensus that food preparation will not occur on campus. Instruction will occur in this building so that A/V/WiFi throughout is required, and the ability to subdivide the main room to allow multiple activities. Are there other functions or support spaces required?

Realistically, a footprint of 7,500 SF is the minimum size for this building. Franco Architects has prepared rendering of several design options. These are very conceptual and meant only to serve as a visual aid in discussing the design options presented above. (Reference Franco Architects MSA-1 Third Building Renderings.)

What cost range? For planning purposes, MPR buildings cost \$400-450/SF depending primarily on level of finishes and amenities and quantity of furniture, fixtures and equipment. A realistic budget is very roughly \$3-3.5 million for a one story building and \$5.5-\$6.3 million for a two story building. What is the realistic budget for this building?

When? A third building will require getting through the City of Los Angeles planning approval process which requires a minimum of one year, followed by normal design and construction timelines. Is this a near term project or a project for the future?

Site master plan questions

(Please refer to MSA_1 Site Master Planning Questions and refer to Site Master Planning Discussion aerial view, attached.)

Building location – Where should the building go on the site? Parking will be concentrated across from the new high school building. The staff consensus is that the building should be located roughly in the same area now occupied by outdoor food service, with the building against the western edge of the parcel and as close to the alley as practical (leaving adequate space for safely moving students in and out of the building, and leaving room for fire department turnaround). With the building against the western edge of the parcel, there would be room around the east and



south sides for outdoor space, either covered or uncovered.

Outdoor athletic area – If the building is placed against the alley, there is considerable space between the third building and the residential neighbors that will not be required for parking. This space is proposed as an outdoor athletic area. Because of the volume of activity, grass cannot be used (it wears out too quickly). This could be an asphalt covered space, as it is today. It could be upgraded with an artificial turf surfacing. (This requires a change in the current zoning variance that prohibits any activity on the parking lot other than food service and parking and in the currently required number of parking slots.) Is an outdoor athletic area a good use of the site and what kind of surfacing should be used?

Perimeter treatment – The current campus parking lot is indistinguishable from the parking lots of the neighbors. There is no security or separation on the parking lots. Staff proposes an 8-foot high block wall along the south property line bordering residential properties. This would replace the neighbors' current block walls that are lower and in poor condition, and which have gates onto the campus. A higher block wall would offer neighbors more privacy and allow them to remove their walls, and allow noise producing activities to occur on the entire campus. On the east and west sides, fencing is more practical than a block wall; a wrought iron fence is proposed over a chain link fence primarily for aesthetics. On the alley side, fencing could be included or left open. The purposes of fencing are to define campus space from neighboring space, provide night time security, and student containment within a defined area. Staff needs direction on whether and how much to enclose the parking lot parcels.

Landscape zone – The current zoning variance requires a 16-foot wide landscape zone along the residential properties at the south side of the campus. This must be designed, receive City permit and then be constructed. Because this will be a considerable investment, any other perimeter treatment should be done prior to landscaping. Staff is recommending minimal landscaping, essentially arid landscape treatment. Staff is proposing the use of cypress trees along the residential boundary to form a "green screen" between the campus and its residential neighbors, and to add highly visible "greening" to the campus. Does the Board support a minimal landscape concept using a cypress green screen?

Parking lot treatment – The current parking lot is plain asphalt with painted markings. It is the least expensive solution, but it is ugly and it gets hot and at night it is very dark. Staff proposes that the new parking lot include trees to provide shade and make the parking area more attractive. If perimeter fencing is installed, vines can be planted to



partially cover the fencing adding to ambience. As the campus grows, the desire for night-time activities will grow, making night lighting necessary. Night lighting can be manually controlled and only used during planned activities with only minimal lighting during dormant periods. Should the parking lot have trees and night lighting?

Attachments

- MSA 1 – Current Site Plan and Issues
- MSA-1 – Site Master Planning Questions – Site Plan
- MSA-1 – Site Master Planning Discussion – Aerial view
- MSA-1 Franco Architects Conceptual Building Renderings

2017-10-09 MSA-1 Current Site Issues

This area floods - MSA obligated to fix drainage - not done

The "Cage" - Outdoor Dining Area

MSA obligated to strip for 91 slots per approved plan (not done)

Alley must be kept open

MSA parking boundary - not separated from neighbor parking lots

Existing Building 26,251 sf

New High School 25,163 SF

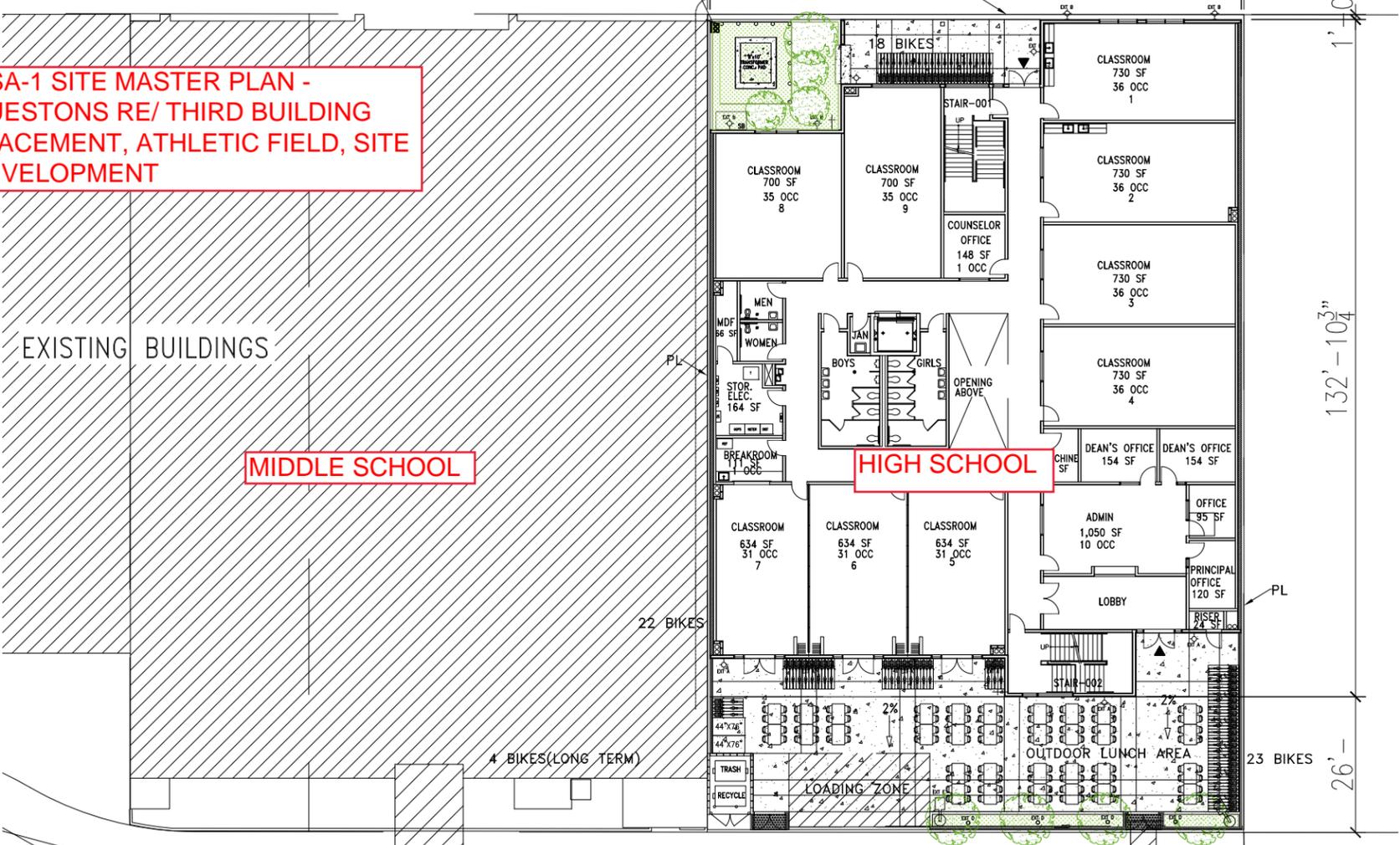
CRA parcel - building demolished, future uncertain.

SHERMAN WAY

CURE & GUTTER

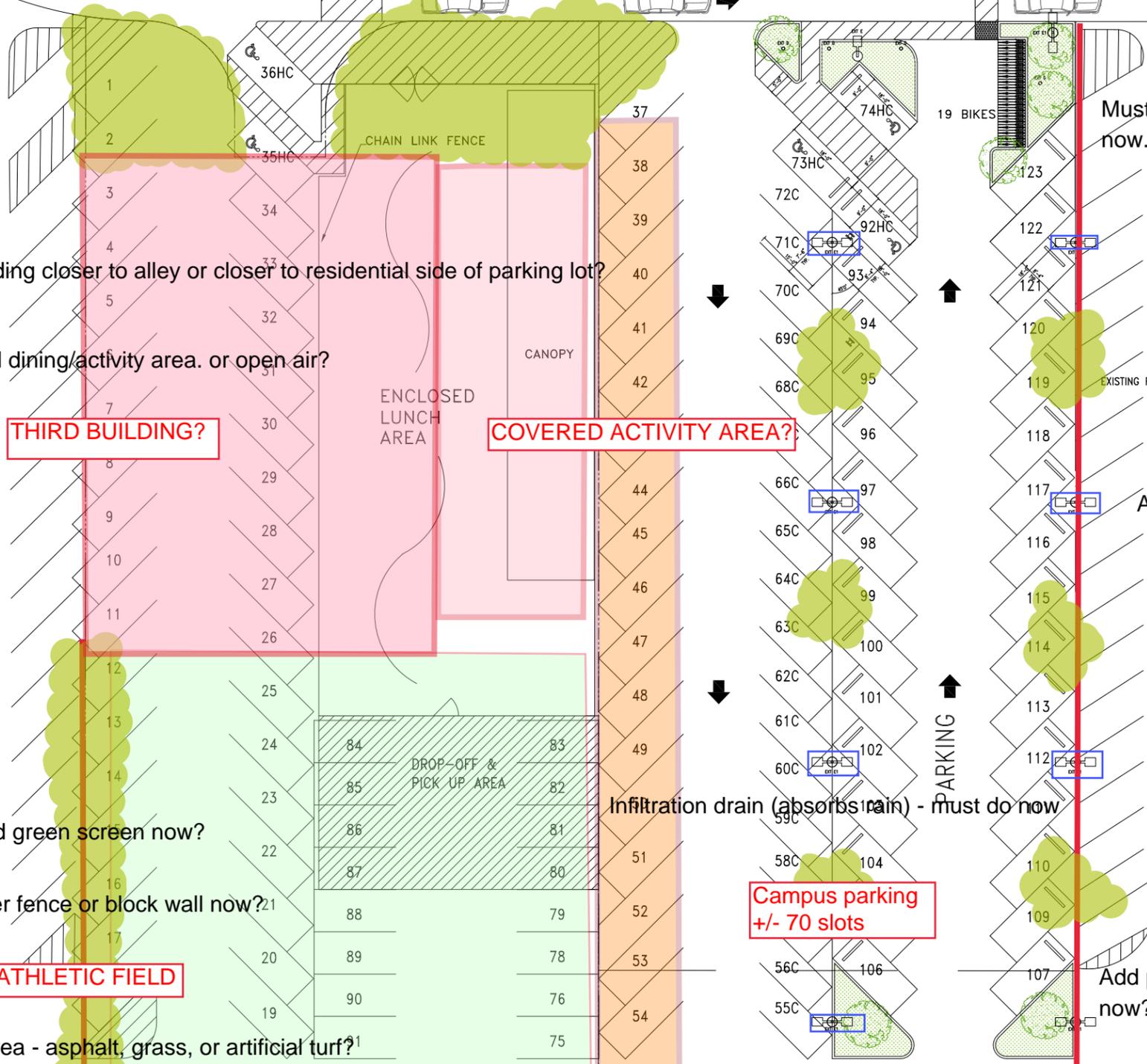
PARKING STALLS

MSA-1 SITE MASTER PLAN - QUESTIONS RE/ THIRD BUILDING PLACEMENT, ATHLETIC FIELD, SITE DEVELOPMENT



Alley must stay open

ALLEY



Third building closer to alley or closer to residential side of parking lot?

Covered dining/activity area. or open air?

THIRD BUILDING?

COVERED ACTIVITY AREA?

Must add bike storage now.

Add lighting now?

Add green screen now?

Add perimeter fence or block wall now?

ATHLETIC FIELD

Athletic area - asphalt, grass, or artificial turf?

Infiltration drain (absorbs rain) - must do now

Campus parking +/- 70 slots

Add perimeter fence now?

Must do landscape zone against residential neighbors now

Cut off adjacent parking now?

Add block wall at residential properties now?

What kinds of trees for green screen?

2017-09-15 Site Master Plan and Third Building discussion

Fence/green barrier

Outdoor recreation or landscaping - artificial turf

Cafegymaterium about 7,500 sf

Fire department turning zone

Middle school 26,251 sf

Student gathering

Area under artificial turf used for on-site drainage and percolation

Outdoor covered area - dining and gathering

Block wall/green barrier next to residential properties

Carpool drop off at street entrances

Parking for both schools - Fit all slots here?

Pick-up and Drop-off loop, car staging

High School 25,163 SF

MSA Parking lot separated from neighbor parking lots - no drive across

Approximate Parking requirements: High school - 1/500 sf - Middle school 1/classroom - High school 25,123 SF = 51 slots; Middle school 20 classrooms = 20 slots; Cafegymaterium = 4 classrooms = 4 slots
Total slots = 51+20+4 = 75 slots
30% transit reduction - Net slots = 53 slots.

Franco Architects - Third
Building Conceptual Plan
- One Story/Gym A Version



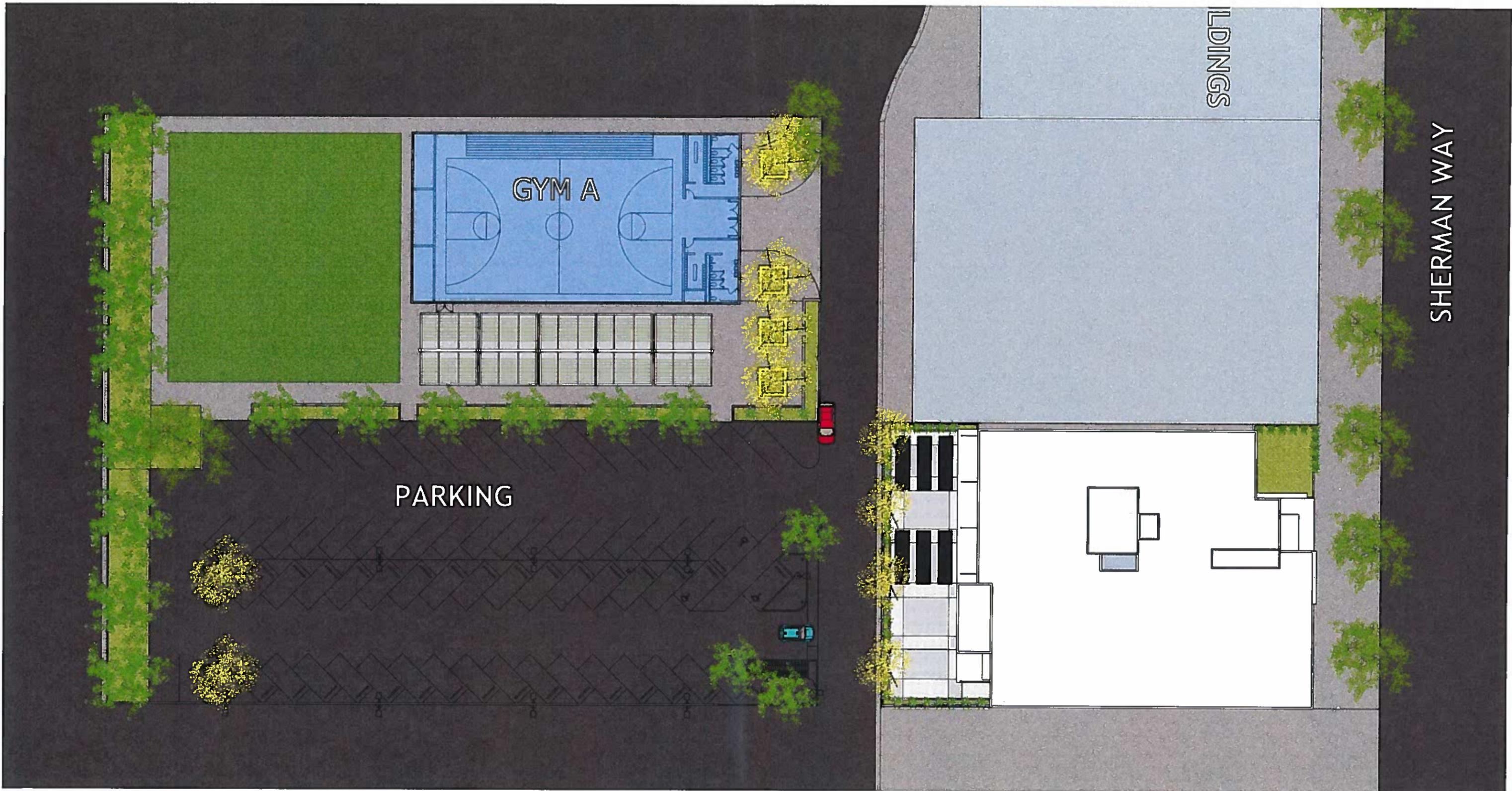
These renderings all contain a CIF standard basketball court plus seating. Dining would be a combination of indoor and outdoor dining. With the 1-story option, athletics and dining/instruction share the first floor indoor space.

Franco Architects - Third Building Conceptual Plan - Two Story/Gym B Option



These renderings all contain a CIF standard basketball court plus seating. Dining would be a combination of indoor and outdoor dining. With the 2-story option, athletics are on the second floor and dining/instruction is on the first floor.

Franco Architects - Third Building Conceptual Plan - One Story/Gym AOption



Basketball with seating is the largest single activity planned for the campus. This size gym is also large enough to accommodate 70 PE students. The two-story option is larger because stairs must be added to the building.

Franco Architects - Third Building Conceptual Plan - One Story/Gym B Option



Basketball with seating is the largest single activity planned for the campus. This size gym is also large enough to accommodate 70 PE students. The two-story option is larger because stairs must be added to the building.

Cover Sheet

Addition of a Director of Facilities/General Counsel to 2017-18 Budget

Section: III. Action Items
Item: H. Addition of a Director of Facilities/General Counsel to 2017-18
Budget
Purpose: Vote
Submitted by:
Related Material: III H Director of Facilities Position.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	III H- Action Item
Date:	10.12.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D. CEO & Superintendent
RE:	A Addition of a Director of Facilities/ General Counsel to 2017-18 Budget

Proposed Board Recommendation

I move that the board approve the addition of a C-level position of General Counsel/Director of Facilities and provide the CEO with the authority to fill the position at the Director level if a candidate without the combined skill set is unavailable.

Background

At previous meetings, the board has directed the CEO to move the Chief Growth Officer position from being filled by a consultant to one filled by a regular staff member. In addition, the board has expressed interest in our hiring a General Counsel to handle routine legal matters and to more tightly manage legal expenses, which have exceeded \$200,000 annually in general fund expenses, and have escalated with the addition of our growing capital items for construction.

At the July board meeting, the CEO was directed to return with an item to create an in-house facilities position to replace the planning and oversight duties of the Chief Growth Officer role. While staff was skeptical that someone could be found within our salary limitations, we believe we have found some strong candidates who can be hired within existing spending limitations when the increasing cost of project oversight and contract reviews is taken into account.

The attached Director of Facilities position was advertised and posted broadly. We believe we have the opportunity to address both our Facilities and General Counsel needs with the creation of a General Counsel/Director of Facilities position funded by the savings from the conclusion of the Chief Growth Officer contract position, effective January 31, 2018, and avoidance of routine legal expenses related to SB 740, Proposition 39 and 51 negotiations and general contract review. In addition to the duties included in the attached job description, the position would be expanded to include:

- Oversight and management of outside counsel
- Preparation, management and oversight in the event of litigation
- Review of contracts and routine matters
- Land use and facilities related tax
- Dispute resolution
- Risk management



MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminster, CA 92683

P: (714) 892-5066 F: (714) 362-9588

- Debt financing and disclosure routine legal matters
- Advise management and board on policy, governance, agreements and employment law

Budget Implications

Because we are currently reforecasting the budget based on enrollment and shifts in the challenges we face, we would rather not characterize this position as a one-to-one budget savings in our facilities and legal expenses. We will have savings by bringing routine legal activities in house and by a Facilities consulting contract (EFG). In addition, it will help us achieve the board goal of improving our management of Facilities and Legal expenses and projects and decision making documentation. However, legal expenses have been higher than predicted during the first quarter and two major construction projects are yet to be bid. This position will increase the C Team's capacity to address the major issues we face as an organization by adding Facilities, legal and management expertise to our leadership team

Name of Staff Originator:

Caprice Young
CEO & Superintendent

Attachments

Director of Facilities Job Description

Director of Facilities



[Return to Job Opportunities](#)

Job Details

Level

Experienced

Job Location

MERF - Los Angeles, CA

Position Type

Full Time

Education Level

Bachelors Degree

Salary Range

Undisclosed

Travel Percentage

Negligible

Job Shift

Any

Job Category

Construction

Description

Position Summary:

The Director of Facilities is responsible for working with architects, developers and consultants on the acquisition, design and construction of new facilities; planning, budgeting and project managing capital and tenant improvements; negotiating and managing leases; and managing relationships with landlords.

Job Duties:

- Prepare and submit Prop 39 requests
- Lead Proposition 39 negotiations with LAUSD (annually)
- Negotiate lease extensions on private sites
- Support C Team through charter renewals and appeals
- Apply for and receive charter school facilities incentive grant program funds (annually)
- Apply for and receive SB740 state funds (annually)
- Provide documentation on a timely basis to multiple agencies
- Bring all sites into legal and district policy compliance
- Negotiate ground use agreements at multiple sites
- Complete major construction projects: MSA Santa Ana Gym and MSA 1
- Plan and execute summer improvement projects at multiple sites, submitting alteration forms and garnering approvals
- Track and ensure maintenance of all major facilities systems and assets (roof, flooring, HVAC, etc.)
- Manage procurement of facilities related contracts
- Supervise vendors on all facilities items
- Major improvements at existing sites, including: MSA 7, MSA 2
- Proposition 51 state bond funding Implementation (if approved)
- Plan and construct new projects based on Prop 51 awards (3-4 year Process)

- Develop a long-term plan to grow capacity and enrollment at all existing Sites
- Develop and implement a strategy for new schools in the 5 existing communities served by Magnolia Schools
- Provide written updates on facilities matters to the board
- Manage construction of all facilities projects
- Research and order FFE package for each school
- Develop a system to track all school site requests for support
- Lead weekly project meetings and keep official record on projects
- Manage all requests for information and change order requests
- Processing of all invoices related to facilities
- Seek multiple external funding partners for facilities projects
- Planning and Implementation of Clean Energy Grants (3 years)
- Filing of Public School Tax Exemptions (annually)
- Maintenance of Debt Funding Governance/Corps
- Manage, maintain and update capital budget
- Other Duties as needed

Qualifications

- Bachelor's degree from an accredited college or university required
- Minimum of 7 years experience in real estate development, construction management, architecture, or similar role preferred
- Minimum of 3 years experience managing at least one to two direct reports preferred
- Demonstrated ability to be a constant learner and quickly learn new roles and responsibilities
- Strong analytical, critical thinking and problem solving skills
- Experience developing, analyzing and managing budgets and capital improvement projects
- Strong organizational skills, attention to detail, and demonstrated ability to manage multiple projects simultaneously and adapt to changing priorities
- Ability to communicate and interact effectively with multiple stakeholders, including executive leadership, school leaders, and contractors
- Demonstrated initiative, leadership, and tenacity

[Return to Job Opportunities](#)

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Cover Sheet

Approval of Board of Director Membership Renewals

Section: III. Action Items
Item: I. Approval of Board of Director Membership Renewals
Purpose: Vote
Submitted by:
Related Material: III I Board Director Renewals.pdf



Board Agenda Item #	Agenda #III I
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Umit Yapanel, MPS Board Secretary
Staff Lead:	Umit Yapanel, MPS Board Secretary
RE:	Board Director Renewals

MEMO FROM DR. UMIT YAPANEL:

Dear Fellow & Dedicated Board Members,

It is my distinct pleasure to submit this memo as the report out of Oct 2nd nominating committee meeting.

We discussed two items, first item was the creation of advisory committee in order to support our executive board as well as get more community leaders involved in Magnolia. We have discussed this item for two meetings and some revisions are already done. However, we wanted to take this item to the full board as a discussion item (pending President Dr. Sherkhonov's permission) for our upcoming meeting so that the rest of the board has the chance to provide feedback. With this feedback, it will become an action item for our November regular meeting. Mr Ismael Soto is the lead C-level staff on this agenda item.

Second item was the renewal applications for the two seats that were up for renewal in October 2017. The terms for Umit Yapanel and Nguyen (Win) Huynh are expiring in October 2017. Nominating committee has reached out to them and solicited a renewal application along with an updated resume, both of which are attached to this email. Again (pending President Dr. Sherkhonov's permission), we would like to add this agenda item as the first action item into the upcoming October regular meeting for the full board to act on in. We had a discussion of renewal applications in the regular nominating committee meeting and all committee members were positive in recommending a renewal of the both board members.

Mr Huynh comes with an incredibly strong facilities & finance background and has been instrumental in obtaining a very favorable deal for our recently closed bond. He is willing to continue serving Magnolia community focusing on improved academic outcomes. His application and resume is attached.

Dr Yapanel comes with 13 years of charter school experience and a strong dedication to Magnolia Community and has served as President (~4 years) and currently serving as the Board Secretary. His personal passion is to ensure that as much as possible of the resources are spent in the classrooms to deliver a great education to Magnolia's students. He also plans to focus on succession planning & development for our leadership in the next term if appointed as a board member again. His renewal application & updated resume is attached.

Please find related documents attached.



Magnolia Public Schools Board Recruitment Application

DATE: October 1st, 2017

This "board recruitment application" is intended to identify individuals interested in serving on the board of Magnolia Public Schools. Appointments to the board are made by the Magnolia Public Schools - Nominating Committee.

1. Name (Attach your Resume and Bio)

Umit Yapanel, PhD (Resume attached)

2. Statement of Intent

Please describe the specific expertise and experience, as well as personal attributes, that you bring to the board, including service on any other governing boards.

It has been great pleasure to have served on the Magnolia Board for the past 5 years, first as president and now as the secretary of the Board. It was a rough 5 years with a lot of attacks from multiple aspects that threatened the existence of the organization. With teamwork, collaboration and a collection of extremely dedicated board members, we could overcome the initial difficulties the organization has faced.

However, our work is not done. We still need to work hard to ensure that our schools are stable financially, academically and can house in long-term high capacity facilities to serve the needs of our future students and communities we reside in.

To this end, I believe my passion for Magnolia's vision and dedication to the organization will be of great value moving forward. I bring a collective 14 years of charter school experience. I worked almost every aspect of charter schools from a founding board member to the president of the Board. I helped establish a successful K-12 charter school in Colorado from 2003 to 2011. The school has been recently named most challenging high school of Colorado and serves around 900 low-income and ethnically diverse student body. After joining Magnolia board in 2012, I am working to oversee operations of the organization. My experience and skills in financial oversight, academics oversight and unique facilities exposure helped guide the organization in the right direction. Moreover, my science and high-tech background was helpful in keeping the focus of the organization in STEM. I am proud to say, I was one of the board members pushing for the ARTS component improving our curriculum as a STEAM network of schools.

How will you contribute to the board's ability to monitor the school's academic, operational, and fiscal policies and practices?

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As a seasoned board member, my experience in overseeing large non-profit organizations will be helpful in continued monitoring of the Magnolia's operations in many aspects. I am willing to put in the time/effort to ensure that Magnolia delivers the best possible education to its students by utilizing available resources as efficiently as possible. In the past, execution/leadership issues were common but the Board could not sufficiently respond to the lack of acceptable execution/leadership skills due to some other priorities. However, I believe now is a good time to focus on laser sharp execution to ensure that all resources are spent responsibly and with a focus of delivering a great product to our students. We also need to consider leadership growth for Magnolia to ensure a continued supply of great leaders for the organization.

My personal passion is to ensure that most of the resources are spent in the classrooms to deliver a great education to our students, so in this aspect, I am not a fan of a large central office. That's why I moved to serve on the academic committee to ensure just this goal. I also serve on the nomination/governance committee to ensure that the skill-set of the board is as complete as possible to provide a flawless oversight.

3. Attach two references with contact information

Reference 1 (Professional)

Name: Prof. John H L Hansen
Organization: University of Texas at Dallas
Position: Former Chair, Department of Electrical Engineering and Director of Center for Robust Speech Systems (CRSS)
Phone: 972-883-2910, john.hansen@utdallas.edu
Relation: My PhD Adviser

Reference 2 (Professional)

Name: Dr. Trausti Kristjansson
Organization: Invensense, Inc (Now at Amazon Lab 126)
Position: Manager of Audio Algorithms
Phone (Email): trausti.kristjansson@gmail.com
Relation: Former manager at Invensense, Inc

UMIT YAPANEL

Sunnyvale, CA 94085



Residency: US Citizen

OBJECTIVE

Looking for a senior position where I can use my accumulated knowledge of speech processing and machine learning to build consumer-oriented products for which speech is the main media of communication regardless of the environment in which the products are utilized.

RESEARCH INTERESTS

Machine Learning, Speech/Signal Processing, Cloud-based ASR, Robust Speech Recognition/Parameterization, Speech Coding/Compression, Speaker Diarization, Speaker Normalization, Acoustic Modeling, Beamforming, Speech Enhancement, Child Speech Analysis and Processing, Language Identification.

EDUCATION

- **2000-2004** **Ph.D.** in Dept. of Electrical and Computer Engineering
University of Colorado, Boulder, CO
Thesis Advisor: Prof. John H. L. Hansen
Thesis Title: *“Acoustic Modeling and Speaker Normalization Strategies with Application to Robust In-vehicle Speech Recognition and Dialect Classification”*
- **2000-2002** **M.S.** in Dept. of Electrical and Computer Engineering,
University of Colorado, Boulder, CO
Continued to PhD in the same department
- **1998-2000** **M.S.** in Electronics Engineering, Communications Branch,
Bogazici University, Istanbul, TURKEY
Thesis Advisor: Prof. Levent M. Arslan
Thesis Title: *“Garbage Modeling Techniques for a Turkish Keyword Spotting System”*
- **1997-1998** English Preparatory Class, Bogazici University, Istanbul, Turkey
- **1993-1997** **B.Eng.** in Electronics and Communications Engineering,
Istanbul Technical University

PROFESSIONAL EXPERIENCE

- **10/16-Present** **LENA Research Foundation, Senior Machine Learning Lead (Consulting)**
Project: Automated analysis of in-home audio recordings of children by using latest machine learning technologies.

- **09/14-06/16** **Invensense, Inc., Senior Audio Algorithm Developer**
 Project: Founding team member of the audio group, worked on cutting-edge and low-resource speech and music detection algorithms, characterized low-resource speech coding algorithms for ASR.
- **10/10-09/14** **Audience, Inc., Senior ASR Algorithm Developer**
 Project: Development of ASR related algorithms for noise-robust ASR for mobile environments. ASR characterization of a noise-suppression chip developed for mobile phones
- **02/10-09/10** **Director of New Development**
Accord Institute for Education Research
 Project: Managed financing efforts for new campus purchases and facility improvements for Accord charter schools.
- **01/10-05/10** **Adjunct Faculty, Dept of Electrical, Computer, and Energy Eng.**
University of Colorado at Boulder
Project: Teaching ECEN46332 Introduction to Digital Filters class to senior as well as a few graduate students.
- **03/09-06/09** **Consultant, TUBITAK-UEKAE**
Project: Developed a GMM-based language identification (LID) system for UEKAE (National Institute of Electronics and Cryptology of Turkey) on OGI Multilanguage Telephone Corpus. Also helping to improve the performance of UEKAE's ASR Engine by integrating PMVDR noise-robust features and BISN speaker normalization both of which were developed during his PhD thesis research. Current LID system he developed is performing better than all GMM-based systems reported in the LID literature on the same database.
- **02/05-02/09** **LENA Research Foundation, (previously INFOTURE, INC.)**
Speech Technology Engineer
Project: Responsible for the software development of an assessment tool used to monitor and assess the language development of children ages 0-4 years. The project involved establishing the speech recognition framework within the company as well as creating new algorithms to handle child speech recognition and automatic language assessment (an area in which nobody has substantial expertise yet), adult speech analysis and recognition, speaker segmentation, speaker identification, speech compression, speech enhancement and other issues related to robust speech processing. The product will be very helpful in detecting delays in speech development of infants and young children and will allow for early intervention for maximum benefit to disadvantaged children. Developed C and MATLAB code implementations, PERL scripts, and helped with a lot of testing tasks.
- **05/03-08/03** **Paid Internship at IBM, TJ Watson Research Center**
 Embedded Speech Recognition Group
Project: *Development of computationally efficient on-the-fly speaker normalization algorithms for the embedded speech engine.*
- **05/02-09/02** **Paid Internship at IBM, TJ Watson Research Center**
 Embedded Speech Recognition Group
Project: *Development of MVDR-based feature extraction schemes for robust speech recognition in car environments.*

- **08/00-12/04** **Research Assistant, Center for Spoken Language Research**
University of Colorado, Boulder
Projects: *Model adaptation, robust parameterization and speaker normalization for robust speech recognition in adverse noisy conditions with emphasis on in-vehicle speech recognition; member of the CSLR team that participated in DARPA/NRL SPINE I & II tasks and Eurospeech-01 Aurora task*
- **08/99-08/00** **Researcher, Speech Technology Group**
National Institute of Electronics and Cryptology (UEKAE)
The National Scientific and Research Council of Turkey (TUBITAK)
Project: *Robust keyword spotting over the telephone network for Turkish*
- **09/98-08/99** **Researcher, Electromagnetic Compatibility Group**
National Institute of Electronics and Cryptology (UEKAE)
The National Scientific and Research Council of Turkey (TUBITAK)
Project: *Signal processing applications for EMC/TEMPEST tests*
- **09/97-09/98** **Researcher, Faculty of Naval Engineering**
Istanbul Technical University
Project: *Software development for the computation of radar cross section (RCS) of a stealth naval vessel*
- **12/97-09/98** **Research and Teaching Assistant,**
Dept. of Electronics and Communication Eng., Istanbul Technical University
Project: *Problem sessions for Electromagnetic Theory courses*

RELATED COURSEWORK

- Information Theory and Coding
- Theory and Applications of Digital Filters
- Speech Recognition and Synthesis
- Digital Image Processing
- Principles of Digital Communications
- Mathematical Statistics
- Machine Vision
- Digital Signal Processing

COMPUTER/LANGUAGE SKILLS

Operating Systems: Unix, Linux, AIX, Windows

Programming: C, Python, C-shell, Perl, Basic, Fortran

Packages: Tensorflow, MXNet, Sphinx ASR Engine, Sonic ASR Engine, HTK ASR Engine, Festival, MATLAB, LaTeX, MS-Office, LabWindows/CVI

Languages: Turkish (Native), English (Fluent)

THESES/PROJECTS

- | | |
|--------------|--|
| PhD Research | “Model Adaptation, Robust MVDR-based Features and Speaker Normalization Techniques for Robust Speech Recognition,” (Ph.D. research), Univ. of Colo., Boulder |
| M.S. Thesis | “Keyword Modeling Techniques for a Turkish Keyword Spotting System,” Bogazici University (BU), 2000 |
| B.S. Thesis | “Design and Computerized Analysis of Microwave Filters Using Coupled Micro-strip Lines,” Istanbul Technical University, 1997 |

PATENTS

"System and Method for Detection and Analysis of Speech," filed 23-01-2008, Jeffrey A. Richards, Terrance D. Paul, Dongxin Xu, Sharmistha Gray, Umit Yapanel, Jill S. Gilkerson

"System and Method for Expressive Language, Developmental Disorder, and Emotion Assessment," assigned 07-30-2009, Jeffrey A. Richards, Terrance D. Paul, Dongxin Xu, Sharmistha Gray, Umit Yapanel, Jill S. Gilkerson

PUBLICATIONS

Book Chapters

"CU-MOVE: Advanced In-Vehicle Speech Systems for Route Navigation," J.H.L. Hansen, X.X. Zhang, M. Akbacak, **U.H. Yapanel**, B.Pellom, W. Ward, P. Angkititrakul, Chapter 2 in DSP for In-Vehicle and Mobile Systems, Kluwer Publishers, 2004

Journal

"Audible TV is associated with decreased adult words, infant vocalizations, and conversational turns: A population based study," D. A. Christakis, J. Gilkerson, J. A. Richards, F. J. Zimmerman, M. M. Garrison, D. Xu, S. Gray, **U. Yapanel**, Accepted to Archives of *Pediatrics and Adolescent Medicine*, Nov. 2008.

"Teaching By Listening: The Importance of Adult-Child Conversations to Language Development," F. Zimmerman, J. Gilkerson, J. Richards, D. Christakis, D. Xu, S. Gray, and **U. Yapanel**, *Pediatrics*, Accepted to American Academy of Pediatrics, Nov. 2008.

"Identification of Autism in Early Childhood by Automated Vocal Analysis," D.K. Oller, P. Niyogi, S. Gray, J. Richards, J. Gilkerson, D. Xu, **U. Yapanel**, S. F. Warren, Submitted to *Nature*, February 2009.

"What Automated Vocal Analysis Reveals about the Language Learning Environment of Young Children with Autism," S. F. Warren, J. Gilkerson, J. A. Richards, D. K. Oller, D. Xu, **U. Yapanel**, submitted to *Journal of Autism and Developmental Disorders*, January 2009.

"Towards an Intelligent Acoustic Front-End for Automatic Speech Recognition: Built-In Speaker Normalization (BISN)," **U. Yapanel** and John H.L. Hansen, Special issue on Intelligent Audio, Speech, and Music Processing Applications, *EURASIP Journal on Audio, Speech, and Music Processing* Volume 2008 (2008), Article ID 148967.

"A New Perceptually-Motivated MVDR-Based Acoustic Front-End (PMVDR) for Robust Automatic Speech Recognition," **U. Yapanel** and John H.L. Hansen, *Speech Communications*, Volume 50, 2008, pp 142-152.

"Robust Feature Extraction for Continuous Speech Recognition Using the MVDR Spectrum Estimation Method," S. Dharanipragada, **U. Yapanel**, and B. D. Rao, *IEEE Trans. On Speech and Audio Processing* Volume:15, issue 1, pp 224-234, January 2007.

Conference

"Speaker Normalization for GMM-based Language Identification", U. H. Yapanel, Y. Z. Isik, M. U. Dogan, Submitted to ICASSP'10.

"TV displaces talk: The relationship between TV exposure and family interaction," D. A. Christakis, J. Gilkerson, J. A. Richards, F. J. Zimmerman, M. M. Garrison, D. Xu, S. Gray, **U. Yapanel**, Society for Research in Child Development Biennial Meeting, April 2009.

"Signal processing for young child speech language development," D. Xu, **U. Yapanel**, S. Gray, J. Gilkerson, J. Richards, J. Hansen, The 1st Workshop on Child, Computer, and Interaction, Chania, Crete, Greece, October 2008.

"Towards and Intelligent Acoustic Front-End for Automatic Speech Recognition: Built-In Speaker Normalization (BISN)," **U. Yapanel** and J. H. L. Hansen, ICASSP'05, Philadelphia, USA.

"Dialect Analysis and Modeling for Automatic Classification," J.H.L. Hansen, **U. Yapanel**, Rongqing Huang and Ayako Ikeno, ICSLP'04, Jeju Island, KOREA.

"CU-Move: Advances in In-Vehicle Speech Systems for Route Navigation," J.H.L. Hansen, X. Zhang, M. Akbacak, **U. Yapanel**, IEEE Workshop in DSP in Mobile and Vehic. Sys., Nagoya, Japan, April 4-5, 2003

"A New Perspective on Feature Extraction for Robust In-Vehicle Speech Recognition," **U. Yapanel** and J.H.L. Hansen, EUROSPEECH'03, Geneva, SWITZERLAND.

"Perceptual MVDR-Based Cepstral Coefficients (PMCCs) for High Accuracy Speech Recognition", **U. Yapanel**, S. Dharanipragada, and J.H.L. Hansen, EUROSPEECH'03, Geneva, SWITZERLAND.

"Perceptual MVDR-Based Cepstral Coefficients (PMCCs) for Robust Speech Recognition", **U. Yapanel** and S. Dharanipragada, ICASSP'03, Hong Kong.

"High Performance Digit Recognition in Real Car Environments," **U. Yapanel**, X. Zhang, and J.H.L. Hansen, ICSLP'02, Denver, USA.

"Use of Wide Band MFCC and Wide Band RCC's for Robust Speaker Identification (Turkish)," M. Selvi, **U. Yapanel**, F. Gurgen, Reg. Signal Proc. Conf., June 2002, DENIZLI-TURKEY.

"Robust Speech Recognition in Noise: An Evaluation using the SPINE Corpus," J.H.L. Hansen, R. Sarikaya, **U. Yapanel**, B. Pellom, Eurospeech 2001, DENMARK.

"'CU-Move': Analysis & Corpus Development for Interactive In-Vehicle Speech Systems," J.H.L. Hansen, P. Angkitittrakul, J. Plucienkowski, S. Gallant, **U. Yapanel**, Eurospeech 2001, DENMARK.

"Robust Digit Recognition in Noise: An Evaluation using the AURORA Corpus," **U. Yapanel**, J.H.L. Hansen, R. Sarikaya, B. Pellom, Eurospeech 2001, DENMARK.

"Keyword modeling Techniques for a Turkish Keyword Spotting System (Turkish)," **U. Yapanel**, M.U. Dogan, L.M. Arslan, Reg. Signal Proc. Conf., April 2001, Gazi Magosa-CYPRUS.

"New Techniques of Correlation Search for Tempest Tests", **U. Yapanel** et al., Regional Conf. on Military Communications, Oct. 2001, Warsaw, POLAND.

"Use of Adaptive Filters in Correlation Analysis (Turkish)," **U. Yapanel**, I. Olcer, Reg. Signal Proc. Conf., June 2000, ANTALYA-TURKEY.

"Information Extraction from VDUs (Turkish)," **U. Yapanel**, I. Olcer, E. Koksaldi, Reg. Signal Proc. Conf., June 2000, ANTALYA-TURKEY.

"Correlation Analysis with Computers: Towards Tests with no Operator (Turkish)," **U. Yapanel**, Reg. Signal Proc. Conf., June 2000, ANTALYA-TURKEY.

"On the Use of Monte Carlo Simulation Method in the Prediction of the RCSs of Stealth Designed Warships (Turkish)," **U. Yapanel**, S. Can, Tech. Conf. of Naval Engineering, Dec., 1999, Istanbul-TURKEY.

"Signal Processing Applications for Information Extraction from the VDUs," **U. Yapanel** et al., Regional Conf. on Military Communications, Oct 1999, Warsaw, POLAND.

Professional Magazine

"Antennas and their applications (Turkish)," **U. Yapanel**, B. Turetken, *Electric-Electronic Mag.*, Vol: 11, Jan 2000.

"Speech Processing Applications for Turkish Language (Turkish)," **U. Yapanel**, L. M. Arslan, *Electric-Electronic Magazine*, Vol:8, Sep 1999.

"Electromagnetic Compatibility (Turkish)," N. Ari, **U. Yapanel**, *Electric-Electronic Mag.*, Vol:6, May 1999.

ACHIEVEMENTS/HONORS

Project Achievement Award of Keyword Spotting, Audience, Inc, 2013

Magnolia Public Schools, Board Secretary, 2016-Present

Magnolia Public Schools, Board President, 2012-2016

Lotus School for Excellence, Board President, 2007-2012

Lotus School for Excellence, Board Secretary, 2005-2007

Reviewer for the ICASSP'08, Las Vegas, NV.

Reviewer for the ICASSP'09, Taipei, Taiwan.

Reviewer for the Automatic Speech Recognition and Understanding (ASRU) workshop, 2007 Japan.

Reviewer for the Electronics and Communication Journal (ETRI), Korea, 2003-Present

IEEE Member, 2000-Present

ISCA Member, 2001-Present

Full Research Assistantship, Univ. of Colorado at Boulder, 2000-2004

Passed the ECE Ph.D. Comprehensive Exam, Univ. of Colorado at Boulder, May 2003
Passed the ECE Ph.D. Preliminary Exam, Univ. of Colorado at Boulder, Jan 2001
Project Completion Achievement Award, UEKAE-TUBITAK, 1999
Second Best Graduating Student of the Faculty, Istanbul Tech. Univ., 1997
Second Best Graduating Student, High School, Balikesir-TURKEY, 1993

REFERENCES

Prof. John H. L. Hansen, Chair, Department of Electrical Engineering and Director of Center for Robust Speech Systems (CRSS), University of Texas at Dallas, john.hansen@utdallas.edu, (972-883-2910)

Dr. Trausti Kristjansson, Manager of Audio Algorithms, InvenSense, Inc, trausti.kristjansson@gmail.com

Dr. Dongxin Xu, (Former) Manager of Software & Engineering, LENA Foundation, dongxin.xu@gmail.com

Prof. Levent M. Arslan, Bogazici University, arslanle@boun.edu.tr



Magnolia Public Schools Board Recruitment Application

DATE: October 1, 2017

This "board recruitment application" is intended to identify individuals interested in serving on the board of Magnolia Public Schools. Appointments to the board are made by the Magnolia Public Schools - Nominating Committee.

1. Name (Attach your Resume and Bio)

Nguyen (Win) A. Huynh – resume attached

2. Statement of Intent

Please describe the specific expertise and experience, as well as personal attributes, that you bring to the board, including service on any other governing boards.

It has been my pleasure to serve on the Board of Magnolia Schools since March 2015. In addition to general member duties, I have served on the Facilities and Personnel Committees. Going forward, I am slotted to serve on the Facilities / Audit and Personnel Committees and will act as alternate on Finance Committee. Serving as Trustee for the last 2.5 years has been incredibly rewarding and humbling and I hope to be of further service to the Magnolia community if appointed to the Board for another term.

My specific experience in debt capital markets, investor relations, facilities finance, marketing, team building, due diligence, financial statement analysis and project feasibility analysis are discrete skills that have been brought to bear in my prior Trustee term and I believe these same skills can be leveraged for Magnolia in the upcoming term. In particular, I believe this Trustee skill set provided real value to Magnolia in the form of customized covenants and improved pricing during the successful closing of the \$25 million Series 2017 AB bonds.

On a personal level, my mentality is team first and I have a deep respect for the experience, values and opinions of all members of the Magnolia community. I believe the way forward is to listen to all viewpoints, work in collaborative manner to identify and align priorities and to execute with laser focus.

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How will you contribute to the board's ability to monitor the school's academic, operational, and fiscal policies and practices?

As a board member, I will make the utmost effort to ensure that resources, financial and otherwise, are utilized in an efficient and strategic manner to ensure Magnolia deliver the best educational experience possible to its students through the crafting and passage of sound policy. On the personnel front, my focus would be on the recruitment and development of Magnolia's teachers and administrators.

Other areas where I have policy interest include: marketing to parents and students, collaboration with business community, creating a unique and rewarding Magnolia culture and identification of data and metrics to assist in the Board's policy decisions. Thank you.

3. Attach two references with contact information

Reference 1

Name: Ellen Lee

Organization: Gaynor School, NY, NY

Position: CFO

Phone: 917-544-5290

Relation: professional reference

Reference 2

Name: Carlo Mantica

Organization: SPACES – on-demand parking app

Position: President and COO

Phone: 917-498-1026

Relation: professional reference

Nguyen (Win) A. Huynh

EXPERIENCE

GATES Capital Corporation	2002-present
Executive Vice President – Debt Capital Markets / Facilities Finance	New York, NY

- Close financing deals by earning client trust and buy-in of proposed financing strategies. Plan and develop active deal pipeline as lead relationship manager with an emphasis on charter schools, not for profits, project finance, real estate developers, multi-family housing and middle market manufacturing companies.
- Identify, devise, structure, market and close complex financial transactions (public and private) including construction, new money, restructure and swap transactions. Oversee financial statement, feasibility analysis, credit review and due diligence of financial transaction through all phases including approval, management, execution and closing. Ability to provide credible strategic viewpoints to management and clients.
- Leverage strong networking skills and established reputation among clients, lending partners and peers to source and secure deal opportunities. Consistent, successful negotiator on behalf of clients and the firm. Superlative public speaking and writing skills with entrepreneurial spirit.
- Expertise in structural enhancements including senior / subordinate structures, senior / residual cash flow structures, letters of credit, bond insurance, liquidity facilities, new market tax credits, low income housing tax credits and Federal Home Loan Bank programs and other governmental grant / loan programs.
- Shared responsibility for the sale, re-pricing, remarketing and oversight of the firm's \$750 million variable rate bond portfolio. Developed and maintained relationships with buy-side money market investors, rating agency credit analysts, and bond trustees.

Goldman, Sachs & Company	2000-2002
Associate – Public Finance Department, Infrastructure Group	New York, NY

- Structured and executed financings for airport, toll road, healthcare, and higher education clients. Performed cash flow, financial statement and financial modeling to support debt issuance, ratings review and loan payments.

New York City Water Finance Authority	1998-2000
Analyst	New York, NY

- Re-designed, tested, and implemented a comprehensive financial model that tracks outstanding debt, manages a \$600 million commercial paper program, and anticipates capital needs. Support bond issuance.

EDUCATION

Harvard University	1996-1998
Master of Public Policy, International Trade and Finance Concentration	Cambridge, MA
Thesis Advisor: Jay Walder, CEO of Motivate / Citi Bikes and former CEO of NYC MTA	

University of California at Berkeley	1991-1996
Bachelor of Arts, Political Economy, Honors	Berkeley, CA

- Financed education by working as a bartender/server for 30-40 hours a week for 3 years
- Study abroad in full immersion program at Institut d'Etudes Politique, Lyon, France.

OTHER

- Trustee, Magnolia Public Charter Schools, Los Angeles, CA – STEAM focused school system with 3,700 students on ten campuses; experience with charter renewal, charter school facility needs, capital sources including tax exempt bonds, NMTCs and acquisition / leaseback structures.
- Registered Securities Agent - Series 7, Series 3, and Series 63 qualified
- Co-owner, independent coffee shop, nominated NYC's best coffeehouse, 2004-2006



Board Agenda Item #	Agenda # II A
Date:	October 4, 2017
To:	Nominating/Governance Committee
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Ismael Soto, Interim Chief External Officer
RE:	Approval of the Resolution for the Creation of the MPS Advisory Committee

Proposed Board Recommendation

I move that the Governance/Nominating Committee recommend that the full board approves the resolution for the creation of the Magnolia Public Schools - Advisory Committee.

Background

The formation of an Advisory Committee was recommended by the Magnolia Public Schools – Board of Directors and by the Nominating Committee of the same. To recap, the advisory committee will serve as an extension of the MPS Board of Directors with experts in key areas such as STEAM academics, development, operations, facilities and construction, community engagement, athletics, and other concerns that may arise.

Staff created a proposal for such committee which was discussed at length during the September 6, 2017 Governance/Nominating committee meeting. The following items were revised based on the feedback staff received during the meeting.

Revisions Include:

1. Regarding “The MPS Advisory Committee Is Formed To” items:
 - a. Added to Advocate section: “In addition, provide marketing and branding expertise.”
 - b. Added to Consult section: “The Advisory Committee will communicate with the

Magnolia Public Schools Board of Directors via the Advisory Committee chairperson during regular MPS board meetings.”

2. Regarding “Term of Office” items:
 - a. Revised: Previously was a three-year term length, now reads two-year.
 - b. Added: An advisory Committee member can terminate their term at any time.

3. Regarding “Membership” items:
 - a. Revised: Previously was a minimum of 10 members, now reads minimum of 5 members.

4. Regarding “Officers” items:
 - a. Added: “and will serve a minimum of a two-year term. In the case the chairperson cannot attend a meeting, the chairperson will appoint a fellow Advisory Committee member to sit in their place.”

Budget Implications

- No budget implications at this time.

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

The Advisory Committee is formed to most importantly *advocate* for all MSA’s. They will be the champions in building the communities necessary to support the growth and success of all MPS schools, which includes sharing knowledge and relationships they have gained over years of experience and networking. It is these networks that can open possibilities to ignite the passions of MSA students. Additionally, the Advisory Committee will *invest* by becoming stakeholders in the academic and financial success of all MPS schools.

Moreover, the Advisory Committee will *consult* by providing valuable counsel to the MPS Board of Directors, executive team, and CEO including input into MPS strategic planning. Having Advisory Committee members with expert understanding of specific education

disciplines within Science, Technology, Engineering, Arts, and or Math will be of great value to MPS.

Lastly, the Advisory Committee will *fund* by helping to bring community partnerships and financial resources to MPS. The Advisory Committee will also share their expertise and experience in specific areas to key members of the MPS executive team and Board of Directors to make informed decisions for all MSA schools.

Name of Staff Originator:

Ismael Soto - Interim Chief External Officer

Exhibits (attachments):

Revised Advisory Committee Description
Resolution

ADVISORY COMMITTEE

for Magnolia Public Schools

Mission Statement:

Magnolia Public Schools (MPS) provides a college preparatory educational program emphasizing Science, Technology, Engineering, Arts, and Mathematics (STEAM) in a safe environment that cultivates respect for self and others.

The MPS Advisory Committee Is Formed To:

- **Advocate** – Be champions in building the communities necessary to support the growth and success of MPS which includes sharing knowledge and relationships. In addition, provide marketing and branding expertise.
- **Invest** – Become stakeholders in the academic and financial success of MPS.
- **Consult** – Provide valuable counsel to the board, executive team, and CEO of MPS including input into MPS strategic planning. The Advisory Committee will communicate with the Magnolia Public Schools Board of Directors via the Advisory Committee chairperson during regular MPS board meetings.
- **Fund** – Assist in bringing community partnerships and financial resources to MPS.

Membership:

There is a minimum of five (5) and a maximum of twenty (20) members of the Advisory Committee.

Selection:

The Board of Directors approves Advisory Committee members. The Advisory Committee will be primarily made up of community leaders, especially those who may become new board of director's candidates. MPS Advisory Committee also includes former board members who may want a reduced commitment but who still are willing to provide expertise and support. This is a non-decision making body and therefore the Conflict of Interest (COI) laws do not apply.

MPS seeks members with expertise from areas the MPS Board of Directors can draw from related to:

- STEAM academics (Science, Technology, Engineering, Arts, and Mathematics)
- Development
- Operations
- Facilities and Construction
- Community Engagement
- Athletics
- And other concerns that may arise.

Term of Office:

Advisory Committee members may be appointed to up to two two-year terms and may rejoin the Advisory Committee after taking a year off. Members can be considered for a role in the MPS Board of Directors. An Advisory Committee member can terminate their term at any time.

Member Responsibilities:

Each committee member is expected to:

- a) Attend two meetings a year;
- b) Actively participate in the functioning of the committee as his or her time allows;
- c) Allow his or her name and bio to be featured in Magnolia Schools materials as a supporter;
- d) Be available for individual consultations to the CEO, MPS executive team, and the MPS Board of Directors.

Officers:

The MPS Board of Directors, with input from MPS CEO, will appoint a chairperson of the committee. The chairperson will preside at all meetings of the advisory committee and will serve a minimum of a two-year term. In the case the chairperson cannot attend a meeting, the chairperson will appoint a fellow Advisory Committee member to sit in their place.

Meetings:

The advisory committee will hold two meetings a year, usually in the Fall and Spring.



RESOLUTION AUTHORIZING THE CREATION OF THE ADVISORY COMMITTEE

Resolution #20171012-1

WHEREAS, the Board has determined that it is in the best interest of Magnolia Educational and Research Foundation (MERF) that the Advisory Committee be created to operate in support the full board;

WHEREAS, the Advisory Committee shall be comprised of a minimum of five (5) and a maximum of twenty (20) members.

WHEREAS, the Advisory Committee members possess the necessary skill to understand the duties and functions of the Advisory Committee;

WHEREAS, the committee shall be composed of the members nominated by the majority of the MERF Board, which shall be selected during a public meeting.

NOW, THEREFORE BE IT RESOLVED THAT

The Board of Magnolia Educational and Research Foundation (MERF) approve the creation of the Advisory Committee;

PASSED AND ACCEPTED THIS 12th DAY OF OCTOBER 2017.

Magnolia Educational and Research Foundation a California non-profit corporation.

Umit Yapanel, Secretary of the Board

Date

Cover Sheet

Approval of Addendum to Schools in Action Services for 2017-18

Section: III. Action Items
Item: J. Approval of Addendum to Schools in Action Services for
2017-18
Purpose: Vote
Submitted by:
Related Material: III J Addendum for Schools in Action.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	III J
Date:	10.12.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of Addendum to Schools in Action Services for 2017-18

Proposed Board Recommendation

I move that the board approve the addendum to Schools in Action services for 2017-18.

Background

In order to be in compliance with National School Lunch Program and School Breakfast Program, MPS has contracted with Schools in Action for the following services:

- Complete audit of each school's current lunch program processes through an on-site monitoring review as well as ongoing compliance oversight.
- Set up under our processing using Meal Time with training and support.
- Accurate and timely monthly lunch claim form submission and reimbursement.

The MPS board already approved our schools' contracts with Schools in Action on May 20, 2017. Later we received a letter from Schools in Action on September 25, 2017 that stated Magnolia needed additional support, in ensuring that the meal applications and verification reports are processed accurately. Our team (CAO, COO, CFO, and Executive Office Manager) held a meeting with SIA about this item and we recommend that this addendum be approved. SIA will be going through an audit this year and our schools will be part of the audit.

Budget Implications

The additional cost will be \$40/hr for a maximum of 60 hours overall for a total cost not to exceed \$2,400.00 to be allocated over eight of our schools.

Eight schools are sharing this cost since they will be part of the contract.

MSA-5 and Bell's meal programs are managed by LAUSD.

Name of Staff Originator:

David Yilmaz (Chief Accountability Officer) and Lydiatt Vega (Executive Office Manager)

Attachments



MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminster, CA 92683

P: (714) 892-5066 F: (714) 362-9588

- Contracts for eight schools: MSA-1, 2, 3, 4, 6, 7, Santa Ana, and San Diego
- SIA-Magnolia Agreement 17-18 (Letter from SIA)



Amendment to 2017-2018 Food Service Agreements

This amendment to the fully executed 2017-2018 Food Service Agreements signed by Magnolia Public Schools and Schools in Action is made on October ____, 2017

It is hereby agreed that:

Schools in Action will provide Magnolia Charter Schools with additional meal program services.

Those services are: 1) reviewing all NSLP meal applications for accuracy, and 2) overseeing the meal eligibility verification process.

Cost: \$40 per hour, billed per school

Estimate:

MSA 7	4 hrs = \$160
MSA 4	4 hrs = \$160
MSA 1	13 hrs=\$520
MSA 2	9 hrs = \$360
MSA 3	11 hrs= \$440
MSA SA	13 hrs= \$520
MSA 6	6 hrs = \$240

Total \$2,400

Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 10/9/217
Name and Title of Receiving Charter School Official	Telephone Number ()
Signature of Receiving Charter School Official	Date



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-9	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy Santa Ana	
Agreement Number: 2017-9	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

It is hereby agreed that:

As a site under the **SFA**’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The **SFA** will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5th day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
- (6) The **Charter School** will provide to the **SFA** by the 5th day of each month copies of all records pertaining to the receipt and distribution of all Program revenues. The **SFA** will retain these records for a period of not less than 3 years, including current year, in accordance with their agreement with the CDE.
- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
- (10) The **Charter School** will perform the point of service meal counts utilizing the *Meal Time* software



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recommended or another approved means. The **SFA** will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
- (12) The **SFA** will assist the **Charter School** in computing their Paid Lunch Equity amount.
- (13) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor.
- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
- (15) The **Charter School** will ultimately be responsible for meal count and claiming accountability and will assume financial responsibility for any over-claims or other program exceptions identified during a review or audit, and promptly reimburse the **SFA** accordingly.
- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
- (17) The **SFA** will conduct one Site Monitoring visit with participation from the **Charter School** to ensure compliance of all regulations and procedures.
- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (19) The **Charter School** will provide copies of the meal vendor agreement to the **SFA**.
- (20) The **Charter School** will notify the vendor of the number of meals/snacks needed no later than the time indicated on the vendor/charter school agreement each day. The **Charter School** will be obligated to accept and pay for the number of meals requested except that the **Charter School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those



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meals are not included in invoices from the vendor.

- (21) The **Charter School** will be responsible for payment to the meal vendors.
- (22) The **Charter School** will be responsible for maintaining the proper temperature of the meals/snacks post delivery.
- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- > Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
- > Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- > Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is \$11,645.21, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is \$372,513.80. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 7/27/17
Name and Title of Receiving Charter School Official Varol Curler, Principal	Telephone Number (714) 479 0115
Signature of Receiving Charter School Official <i>Varol Curler</i>	Date 7/25/17



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-8	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy San Diego	
Agreement Number: 2017-8	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

It is hereby agreed that:

As a site under the **SFA**’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The **SFA** will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5th day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
- (6) The **Charter School** will provide to the **SFA** by the 5th day of each month copies of all records pertaining to the receipt and distribution of all Program revenues. The **SFA** will retain these records for a period of not less than 3 years, including current year, in accordance with their agreement with the CDE.
- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
- (10) The **Charter School** will perform the point of service meal counts utilizing the *Meal Time* software



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recommended or another approved means. The SFA will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
- (12) The **SFA** will assist the **Charter School** in computing their Paid Lunch Equity amount.
- (13) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor.
- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
- (15) The **Charter School** will ultimately be responsible for meal count and claiming accountability and will assume financial responsibility for any over-claims or other program exceptions identified during a review or audit, and promptly reimburse the **SFA** accordingly.
- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
- (17) The **SFA** will conduct one Site Monitoring visit with participation from the **Charter School** to ensure compliance of all regulations and procedures.
- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (19) The **Charter School** will provide copies of the meal vendor agreement to the **SFA**.
- (20) The **Charter School** will notify the vendor of the number of meals/snacks needed no later than the time indicated on the vendor/charter school agreement each day. The **Charter School** will be obligated to accept and pay for the number of meals requested except that the **Charter School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those



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meals are not included in invoices from the vendor.

- (21) The **Charter School** will be responsible for payment to the meal vendors.
- (22) The **Charter School** will be responsible for maintaining the proper temperature of the meals/snacks post delivery.
- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

Annual Audit Fee:	\$500.00	-due upon execution and yearly renewal of agreement
Per Pupil Fee:	\$2.75	-per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
Per Pupil Fee:	\$0.75	-per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\$1,495.58**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\$47,999.38**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date
Name and Title of Receiving Charter School Official <i>Golden Serce / Principed.</i>	Telephone Number (619) 644 1300
Signature of Receiving Charter School Official <i>Golden Serce</i>	Date 7/24/17



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-1	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy # 1	
Agreement Number: 2017-1	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the SFA representing the **Charter School** as the Child Nutrition Program “Sponsor”.

It is hereby agreed that:

As a site under the SFA’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The SFA will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The SFA will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5th day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
- (6) The **Charter School** will provide to the **SFA** by the 5th day of each month copies of all records pertaining to the receipt and distribution of all Program revenues. The **SFA** will retain these records for a period of not less than 3 years, including current year, in accordance with their agreement with the CDE.
- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
- (10) The **Charter School** will perform the point of service meal counts utilizing the *Meal Time* software



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recommended or another approved means. The **SFA** will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
- (12) The **SFA** will assist the **Charter School** in computing their Paid Lunch Equity amount.
- (13) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor.
- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
- (15) The **Charter School** will ultimately be responsible for meal count and claiming accountability and will assume financial responsibility for any over-claims or other program exceptions identified during a review or audit, and promptly reimburse the **SFA** accordingly.
- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
- (17) The **SFA** will conduct one Site Monitoring visit with participation from the **Charter School** to ensure compliance of all regulations and procedures.
- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (19) The **Charter School** will provide copies of the meal vendor agreement to the **SFA**.
- (20) The **Charter School** will notify the vendor of the number of meals/snacks needed no later than the time indicated on the vendor/charter school agreement each day. The **Charter School** will be obligated to accept and pay for the number of meals requested except that the **Charter School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those



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meals are not included in invoices from the vendor.

- (21) The **Charter School** will be responsible for payment to the meal vendors.
- (22) The **Charter School** will be responsible for maintaining the proper temperature of the meals/snacks post delivery.
- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- > Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
- > Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- > Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **_\$7,201.91_**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **__\$259,787.66_**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the SFA and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 7/27/17
Name and Title of Receiving Charter School Official <i>Mustafa Sahm / Principal</i>	Telephone Number (818) 609-0507
Signature of Receiving Charter School Official <i>Mustafa Sahm</i>	Date 7/24/17



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-2	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy # 2	
Agreement Number: 2017-2	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the SFA representing the **Charter School** as the Child Nutrition Program “Sponsor”.

It is hereby agreed that:

As a site under the SFA’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The SFA will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The SFA will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5th day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
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- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
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- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
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- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
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- Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **_\$9,529.31_**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **_\$310,662.37_**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 7/26/17
Name and Title of Receiving Charter School Official Steven Keskinturk	Telephone Number (818)758-0300
Signature of Receiving Charter School Official 	Date 07/26/2017



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-3	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy # 3	
Agreement Number: 2017-3	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

It is hereby agreed that:

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Invoicing (Paid eligibility)

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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 7/16/17
Name and Title of Receiving Charter School Official <i>Shadon Daryl</i>	Telephone Number (310) 637-3804
Signature of Receiving Charter School Official <i>[Signature]</i>	Date 7/14/17



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-4	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy # 4	
Agreement Number: 2017-4	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the SFA representing the **Charter School** as the Child Nutrition Program “Sponsor”.

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- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
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- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (19) The **Charter School** will provide copies of the meal vendor agreement to the **SFA**.
- (20) The **Charter School** will notify the vendor of the number of meals/snacks needed no later than the time indicated on the vendor/charter school agreement each day. The **Charter School** will be obligated to accept and pay for the number of meals requested except that the **Charter School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those



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meals are not included in invoices from the vendor.

- (21) The **Charter School** will be responsible for payment to the meal vendors.
- (22) The **Charter School** will be responsible for maintaining the proper temperature of the meals/snacks post delivery.
- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- > Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
- > Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- > Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **_\$1,684.80_**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **_\$74,547.57_**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the SFA and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 7/27/17
Name and Title of Receiving Charter School Official <i>Lisa Ross, Principal</i>	Telephone Number (310) 473-2464
Signature of Receiving Charter School Official <i>[Signature]</i>	Date 7-25-17



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-6	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy # 6	
Agreement Number: 2017-6	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

It is hereby agreed that:

As a site under the **SFA**’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The **SFA** will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5th day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
- (6) The **Charter School** will provide to the **SFA** by the 5th day of each month copies of all records pertaining to the receipt and distribution of all Program revenues. The **SFA** will retain these records for a period of not less than 3 years, including current year, in accordance with their agreement with the CDE.
- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
- (10) The **Charter School** will perform the point of service meal counts utilizing the *Meal Time* software



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recommended or another approved means. The SFA will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
- (12) The **SFA** will assist the **Charter School** in computing their Paid Lunch Equity amount.
- (13) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor.
- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
- (15) The **Charter School** will ultimately be responsible for meal count and claiming accountability and will assume financial responsibility for any over-claims or other program exceptions identified during a review or audit, and promptly reimburse the **SFA** accordingly.
- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
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- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- > Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
- > Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- > Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **_\$2,395.58_**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **__\$107,100.80_**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 7/27/17
Name and Title of Receiving Charter School Official <i>John Terzi, Principal</i>	Telephone Number (310) 842-8555 x 111
Signature of Receiving Charter School Official <i>J. Terzi</i>	Date 7/24/17



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California Department of Education
Nutrition Services Division

School Nutrition Programs
2017-2018

FOOD SERVICE AGREEMENT

Administering Sponsor: Schools in Action	
Agreement Number: 2017-7	Vendor Number: 521800

Receiving Charter School: Magnolia Science Academy #7	
Agreement Number: 2017-7	Vendor Number:

This Agreement, executed in duplicate and entered into on _____ between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and _____ **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the SFA representing the **Charter School** as the Child Nutrition Program “Sponsor”.

It is hereby agreed that:

As a site under the SFA’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5th day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
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- (11) The **Charter School** will perform the required daily and monthly edit checks.
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The cost of these services is:

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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\$2,510.78**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\$75,067.19**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official Glenda Alemán, Executive Director	Telephone Number (323) 266-4371 x1009
Signature of SFA Official <i>Glenda Aleman</i>	Date 8/14/17
Name and Title of Receiving Charter School Official Fatih Metin - Principal	Telephone Number (918) 886 0585
Signature of Receiving Charter School Official <i>Fatih Metin</i>	Date 7/26/2017

Cover Sheet

Proposal of Creation of the MPS Board Advisory Committee

Section: IV. Discussion Items
Item: A. Proposal of Creation of the MPS Board Advisory Committee
Purpose: Discuss
Submitted by:
Related Material: IV A Proposal of Advisory Committee.pdf



Board Agenda Item #	Agenda # IV. A
Date:	October 12, 2017
To:	MPS Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Ismael Soto, Interim Chief External Officer
RE:	Proposal of the MPS Advisory Committee

Proposed Board Recommendation

Discussion item- Per Nominating/Governance Committee, this item is being presented to the full board as discussion and at a later meeting it will be presented for approval.

Background

The formation of an Advisory Committee was recommended by the Magnolia Public Schools – Board of Directors and by the Nominating Committee of the same. To recap, the advisory committee will serve as an extension of the MPS Board of Directors with experts in key areas such as STEAM academics, development, operations, facilities and construction, community engagement, athletics, and other concerns that may arise.

Staff created a proposal for such committee which was discussed at length during the September 6, 2017 Governance/Nominating committee meeting. The following items were revised based on the feedback staff received during the meeting.

Revisions Include:

1. Regarding “The MPS Advisory Committee Is Formed To” items:
 - a. Added to Advocate section: “In addition, provide marketing and branding expertise.”
 - b. Added to Consult section: “The Advisory Committee will communicate with the

Magnolia Public Schools Board of Directors via the Advisory Committee chairperson during regular MPS board meetings.”

2. Regarding “Term of Office” items:
 - a. Revised: Previously was a three-year term length, now reads two-year.
 - b. Added: An advisory Committee member can terminate their term at any time.

3. Regarding “Membership” items:
 - a. Revised: Previously was a minimum of 10 members, now reads minimum of 5 members.

4. Regarding “Officers” items:
 - a. Added: “and will serve a minimum of a two-year term. In the case the chairperson cannot attend a meeting, the chairperson will appoint a fellow Advisory Committee member to sit in their place.”

Budget Implications

- No budget implications at this time.

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

The Advisory Committee is formed to most importantly *advocate* for all MSA’s. They will be the champions in building the communities necessary to support the growth and success of all MPS schools, which includes sharing knowledge and relationships they have gained over years of experience and networking. It is these networks that can open possibilities to ignite the passions of MSA students. Additionally, the Advisory Committee will *invest* by becoming stakeholders in the academic and financial success of all MPS schools.

Moreover, the Advisory Committee will *consult* by providing valuable counsel to the MPS Board of Directors, executive team, and CEO including input into MPS strategic planning. Having Advisory Committee members with expert understanding of specific education

disciplines within Science, Technology, Engineering, Arts, and or Math will be of great value to MPS.

Lastly, the Advisory Committee will *fund* by helping to bring community partnerships and financial resources to MPS. The Advisory Committee will also share their expertise and experience in specific areas to key members of the MPS executive team and Board of Directors to make informed decisions for all MSA schools.

Name of Staff Originator:

Ismael Soto - Interim Chief External Officer

Exhibits (attachments):

Revised Advisory Committee Description
Resolution

ADVISORY COMMITTEE

for Magnolia Public Schools

Mission Statement:

Magnolia Public Schools (MPS) provides a college preparatory educational program emphasizing Science, Technology, Engineering, Arts, and Mathematics (STEAM) in a safe environment that cultivates respect for self and others.

The MPS Advisory Committee Is Formed To:

- **Advocate** – Be champions in building the communities necessary to support the growth and success of MPS which includes sharing knowledge and relationships. In addition, provide marketing and branding expertise.
- **Invest** – Become stakeholders in the academic and financial success of MPS.
- **Consult** – Provide valuable counsel to the board, executive team, and CEO of MPS including input into MPS strategic planning. The Advisory Committee will communicate with the Magnolia Public Schools Board of Directors via the Advisory Committee chairperson during regular MPS board meetings.
- **Fund** – Assist in bringing community partnerships and financial resources to MPS.

Membership:

There is a minimum of five (5) and a maximum of twenty (20) members of the Advisory Committee.

Selection:

The Board of Directors approves Advisory Committee members. The Advisory Committee will be primarily made up of community leaders, especially those who may become new board of director's candidates. MPS Advisory Committee also includes former board members who may want a reduced commitment but who still are willing to provide expertise and support. This is a non-decision making body and therefore the Conflict of Interest (COI) laws do not apply.

MPS seeks members with expertise from areas the MPS Board of Directors can draw from related to:

- STEAM academics (Science, Technology, Engineering, Arts, and Mathematics)
- Development
- Operations
- Facilities and Construction
- Community Engagement
- Athletics
- And other concerns that may arise.

Term of Office:

Advisory Committee members may be appointed to up to two two-year terms and may rejoin the Advisory Committee after taking a year off. Members can be considered for a role in the MPS Board of Directors. An Advisory Committee member can terminate their term at any time.

Member Responsibilities:

Each committee member is expected to:

- a) Attend two meetings a year;
- b) Actively participate in the functioning of the committee as his or her time allows;
- c) Allow his or her name and bio to be featured in Magnolia Schools materials as a supporter;
- d) Be available for individual consultations to the CEO, MPS executive team, and the MPS Board of Directors.

Officers:

The MPS Board of Directors, with input from MPS CEO, will appoint a chairperson of the committee. The chairperson will preside at all meetings of the advisory committee and will serve a minimum of a two-year term. In the case the chairperson cannot attend a meeting, the chairperson will appoint a fellow Advisory Committee member to sit in their place.

Meetings:

The advisory committee will hold two meetings a year, usually in the Fall and Spring.



RESOLUTION AUTHORIZING THE CREATION OF THE ADVISORY COMMITTEE

Resolution #TBD

WHEREAS, the Board has determined that it is in the best interest of Magnolia Educational and Research Foundation (MERF) that the Advisory Committee be created to operate in support the full board;

WHEREAS, the Advisory Committee shall be comprised of a minimum of five (5) and a maximum of twenty (20) members.

WHEREAS, the Advisory Committee members possess the necessary skill to understand the duties and functions of the Advisory Committee;

WHEREAS, the committee shall be composed of the members nominated by the majority of the MERF Board, which shall be selected during a public meeting.

NOW, THEREFORE BE IT RESOLVED THAT

The Board of Magnolia Educational and Research Foundation (MERF) approve the creation of the Advisory Committee;

PASSED AND ACCEPTED THIS 12th DAY OF OCTOBER 2017.

Magnolia Educational and Research Foundation a California non-profit corporation.

Umit Yapanel, Secretary of the Board

Date

Cover Sheet

Update on STRS Adjustments for all MSA- San Diego

Section: IV. Discussion Items
Item: B. Update on STRS Adjustments for all MSA- San Diego
Purpose: Discuss
Submitted by:
Related Material: IV B (Attachment) MSA SD STRS Adjustment Update.xlsx
IV B MSA SD STRS Adjustment Update.pdf



Board Agenda Item #	Agenda # IV. B - Discussion Item
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Nanie Montijo, Chief Financial Officer
RE:	Update on STRS Adjustments for MSA San Diego

Proposed Board Recommendation

Informational Item Only

Background

On September 7, 2017, MPS staff presented to the board the CalSTRS Invoice paid from MSA San Diego Treasury Account. Board requested details of the penalties and fees assessed by CalSTRS.

Budget Implications

Total assessed amount in fees and penalties for MSA San Diego is \$38,615.55. The total unbudgeted cost was refunded by MERF back into the MSA San Diego account as approved by the board on September 7, 2017.

The potential fiscal impact for all other MPS schools are still undetermined as of today. Staff is actively recruiting consulting support to complete the other schools' analysis as soon as possible.

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

By addressing this issue, a major area of fiscal concern will be removed.

Name of Staff Originator:

Nanie Montijo, Chief Financial Officer

Attachments

Detailed list of MSA San Diego assessed amounts per employee per fiscal year from fiscal year 2011-12 through 2016-2017.

Cover Sheet

Financial Update- August 2017

Section: IV. Discussion Items
Item: C. Financial Update- August 2017
Purpose: Discuss
Submitted by:
Related Material: IV C August'17 Financial Presentation.pdf



Business and Development Specialists
for Charter Schools

MEMORANDUM

TO: Caprice Young, CEO, Magnolia Public Schools
FROM: EdTec
SUBJECT: August 2017 Financial Presentation
DATE: 10/05/17

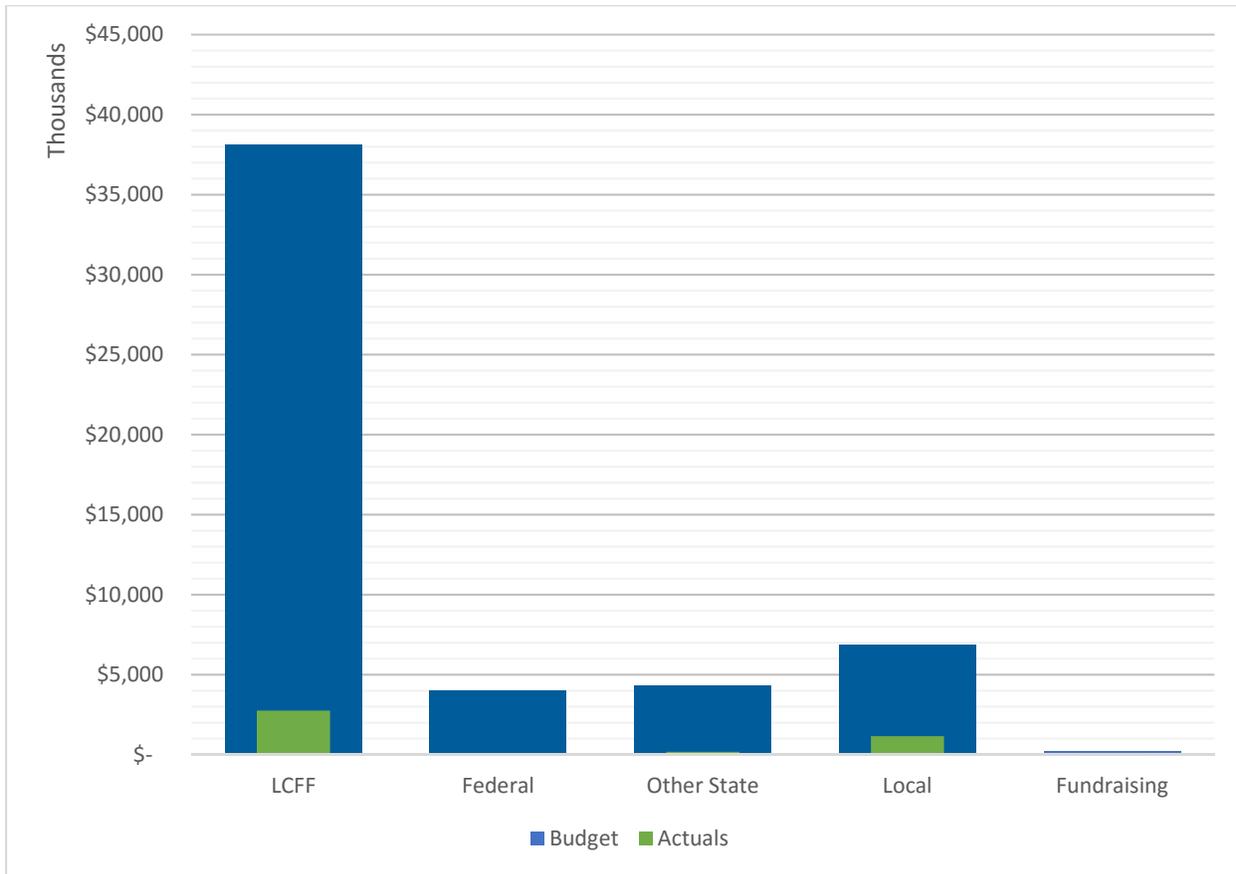
SUMMARY OF RESULTS – YTD ACTUALS VS. BUDGET – AUGUST 2017

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	2,753,985	38,117,866	35,363,881
Federal Revenue	45,906	4,008,196	3,962,290
Other State Revenues	180,904	4,320,287	4,139,382
Local Revenues	1,145,230	6,843,121	5,697,891
Fundraising and Grants	112,850	218,766	105,916
Uncategorized Revenue	6,200	-	-
Total Revenue	4,245,074	53,508,235	49,269,361
Expenses			
Compensation and Benefits	3,192,065	27,669,640	24,477,575
Books and Supplies	293,924	3,378,007	3,084,082
Services and Other Operating Expenditures	2,400,598	19,443,993	17,043,395
Depreciation	96,740	957,438	860,698
Other Outflows	8,617	173,107	164,491
Total Expenses	5,991,944	51,622,185	45,630,241
Operating Income	(1,746,869)	1,886,051	3,639,120
Fund Balance			
Beginning Balance (Unaudited)		22,214,145	
Operating Income		1,886,051	
Ending Fund Balance		24,100,196	

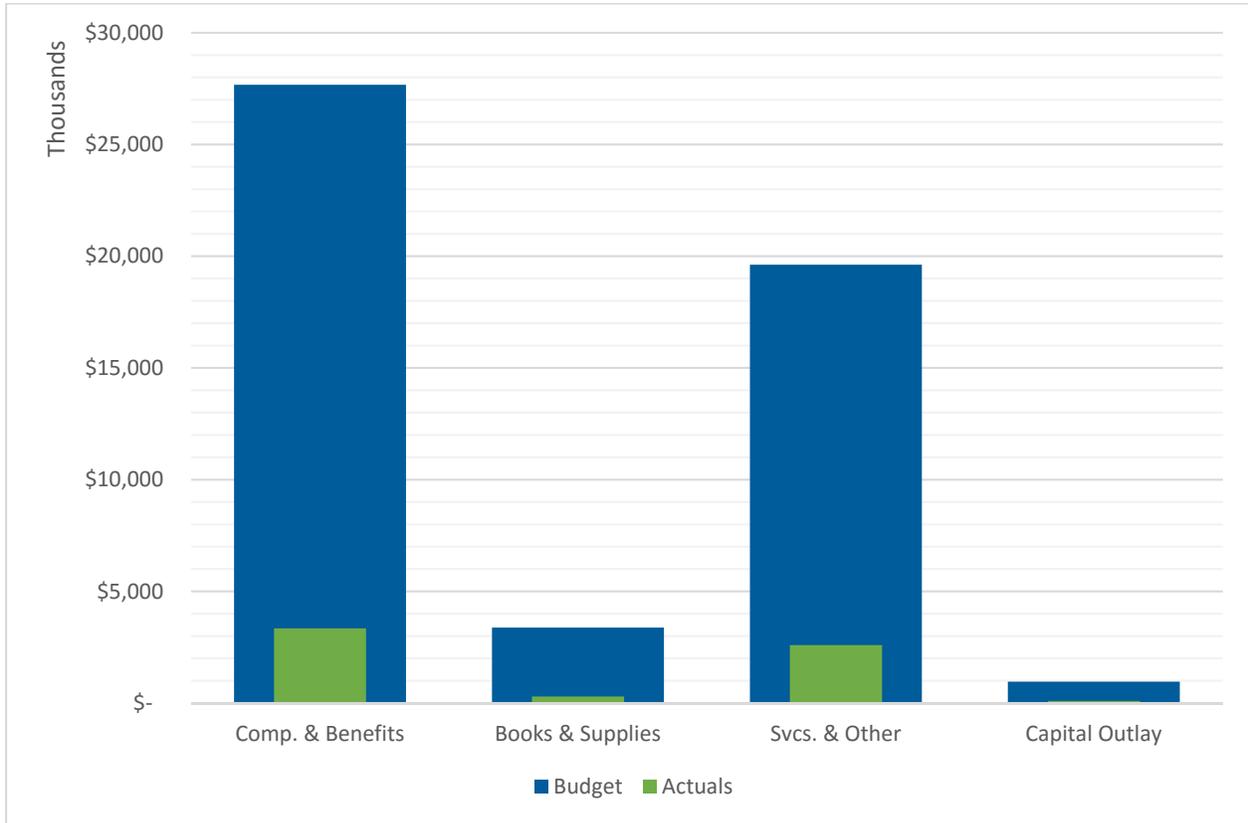
Budgeted Net Income for Consolidated Magnolia Schools is \$1,886,051. Year to date total net loss as of August 2017 is -\$1,746,869, mostly due to timing of revenues. 12% of budgeted expenses have been incurred so far this year. Budget is based on total enrollment of 4,114. Latest enrollment is forecasted at 3,935, a total reduction of -179 across the organization.



BUDGET VS. ACTUALS – REVENUES



BUDGET VS. ACTUALS – EXPENSES



CASH FLOW SUMMARY



Consolidated ending cash balance at 8/31/17 was \$7,865,108.

ACCOMPLISHMENTS

- Bond finance completed!

OPPORTUNITIES AND RISKS

Enrollment below budget at 7 of 10 sites, totaling a reduction of -179 students (financial impact approximately \$1.8 million)

MERF administration is aware of the enrollment challenges at each site and continues to work with the principals on recruitment and budget adjustments to ensure that net income is impacted as little as possible.

STRS/PERS Corrections (financial impact unknown)

MPS management believes there are prior year STRS and PERS eligibility inaccuracies which, when corrected, would result in additional expense for the organization. Further analysis is needed to determine the order of magnitude of this potential liability. Any known errors related to current year eligibility or rate variances have been corrected.

Result: MERF's consultant completed the analysis and submitted corrections for 1 site, MSA-SD. Amounts have been included in the FY17-18 budgets for each site for the estimated cost of this consulting, but not for the cost of the errors and any resulting penalties or interest. These amounts, once known, will need to be added to the revised budgets.

EMERGENCY CHECK REQUEST TRACKING

Site	July	Aug.	Total	Trend	
MERF	4	2	6		
MSA-1	3	2	5		
MSA-2	10	0	10		
MSA-3	5	6	11		
MSA-4	0	3	3		
MSA-5	0	0	0		
MSA-6	0	2	2		
MSA-7	0	0	0		
MSA-8	0	2	2		
MSA-SA	2	5	7		
MSA-SD	3	3	6		
Total	27	25	52		

Emergency check requests have decreased slightly in August since July. ECRs were more than 20 (52 total for July and August), so an additional charge was incurred in both months.

MAGNOLIA SCIENCE ACADEMY – 1

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	381,173	5,459,002	5,077,829
Federal Revenue	-	1,088,351	1,088,351
Other State Revenues	(900)	890,794	891,694
Local Revenues	51	69,650	69,599
Fundraising and Grants	686	65,000	64,314
Total Revenue	381,011	7,572,797	7,191,787
Expenses			
Compensation and Benefits	383,497	3,515,834	3,132,337
Books and Supplies	28,540	514,102	485,563
Services and Other Operating Expenditures	337,316	3,276,235	2,938,919
Depreciation	23,333	153,345	130,012
Other Outflows	816	-	(816)
Total Expenses	773,502	7,459,516	6,686,014
Operating Income	(392,491)	113,281	505,772
Fund Balance			
Beginning Balance (Unaudited)		3,767,180	
Operating Income		113,281	
Ending Fund Balance		3,880,461	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-1 is \$113,281. Year to date net loss as of August 2017 is -\$392,491. 10% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 540. Latest enrollment is forecasted at 541, an addition of +1.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (addition of 1)
- Title I Revenue (+\$42K)
- Title III Revenue (+\$8K)
- SB740 Facility Revenue (+\$104K)
- One-Time funding (+\$77K)
- Rent (-\$451K) – bond finance delayed, results in savings in current year expense

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY -2

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	309,953	4,724,787	4,414,834
Federal Revenue	-	454,654	454,654
Other State Revenues	(771)	359,588	360,359
Local Revenues	-	58,680	58,680
Fundraising and Grants	1,185	20,550	19,365
Total Revenue	310,367	5,618,259	5,307,891
Expenses			
Compensation and Benefits	352,019	3,110,910	2,758,891
Books and Supplies	31,719	400,942	369,223
Services and Other Operating Expenditures	238,947	1,923,796	1,684,848
Depreciation	9,392	51,413	42,022
Other Outflows	-	-	-
Total Expenses	632,077	5,487,060	4,854,984
Operating Income	(321,709)	131,198	452,907
Fund Balance			
Beginning Balance (Unaudited)		908,953	
Operating Income		131,198	
Ending Fund Balance		1,040,151	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-2 is \$131,198. Year to date net loss as of August 2017 is -\$321,709. 12% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 485. Latest enrollment is forecasted at 470, a reduction of -15.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 15)
- Title I Revenue (+\$61K)
- One-Time funding (+\$65K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY -3

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	309,484	4,463,366	4,153,882
Federal Revenue	-	485,007	485,007
Other State Revenues	(763)	447,300	448,063
Local Revenues	700	40,578	39,878
Fundraising and Grants	-	19,617	19,617
Total Revenue	309,421	5,455,868	5,146,447
Expenses			
Compensation and Benefits	337,178	2,824,322	2,487,144
Books and Supplies	42,539	434,314	391,776
Services and Other Operating Expenditures	226,363	2,058,008	1,831,645
Depreciation	6,365	19,096	12,731
Other Outflows	1,160	-	(1,160)
Total Expenses	613,605	5,335,741	4,722,136
Operating Income	(304,184)	120,127	424,311
Fund Balance			
Beginning Balance (Unaudited)		622,157	
Operating Income		120,127	
Ending Fund Balance		742,284	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-3 is \$120,127. Year to date net loss as of August 2017 is -\$304,184. 11% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 460. Latest enrollment is forecasted at 454, a reduction of -6.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 6)
- Title I Revenue (+\$31K)
- One-Time funding (+\$64K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY - 4

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	132,366	1,875,756	1,743,390
Federal Revenue	6,573	259,640	253,067
Other State Revenues	18,836	150,859	132,023
Local Revenues	900	22,035	21,135
Fundraising and Grants	-	3,000	3,000
Total Revenue	158,675	2,311,290	2,152,616
Expenses			
Compensation and Benefits	119,645	1,337,560	1,217,916
Books and Supplies	4,049	113,174	109,125
Services and Other Operating Expenditures	51,755	789,378	737,623
Depreciation	2,610	15,656	13,046
Other Outflows	-	-	-
Total Expenses	178,059	2,255,768	2,077,709
Operating Income	(19,384)	55,522	74,906
Fund Balance			
Beginning Balance (Unaudited)		1,035,519	
Operating Income		55,522	
Ending Fund Balance		1,091,042	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-4 is \$55,522. Year to date net loss as of August 2017 is -\$19,384. 8% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 193. Latest enrollment is forecasted at 177, a reduction of -16.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 16)
- Title I Revenue (+\$6K)
- One-Time funding (+\$28K)
- CSFIG (-\$27K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY - 5

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	122,034	1,939,936	1,817,902
Federal Revenue	6,211	226,461	220,250
Other State Revenues	17,970	180,136	162,166
Local Revenues	-	28,536	28,536
Fundraising and Grants	-	1,000	1,000
Total Revenue	146,214	2,376,069	2,229,855
Expenses			
Compensation and Benefits	152,635	1,399,666	1,247,030
Books and Supplies	17,392	225,109	207,717
Services and Other Operating Expenditures	56,938	675,372	618,434
Depreciation	-	11,400	11,400
Other Outflows	2,042	-	(2,042)
Total Expenses	229,007	2,311,546	2,082,539
Operating Income	(82,793)	64,523	147,316
Fund Balance			
Beginning Balance (Unaudited)		1,381,319	
Operating Income		64,523	
Ending Fund Balance		1,445,842	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-5 is \$64,523. Year to date net loss as of August 2017 is -\$82,793. 10% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 210. Latest enrollment is forecasted at 210, on budget.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Title I Revenue (+\$12K)
- One-Time funding (+\$26K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY - 6

	YTD		Budget	
	Actual YTD	Approved Budget	Budget Remaining	
SUMMARY				
Revenue				
LCFF Entitlement	116,300	1,574,417	1,458,117	
Federal Revenue	6,032	170,405	164,373	
Other State Revenues	17,631	220,619	202,989	
Local Revenues	1,200	-	(1,200)	
Fundraising and Grants	2,355	15,000	12,645	
Total Revenue	143,518	1,980,442	1,836,924	
Expenses				
Compensation and Benefits	129,950	1,173,022	1,043,072	
Books and Supplies	17,554	127,250	109,696	
Services and Other Operating Expenditures	71,039	509,765	438,727	
Depreciation	3,296	28,726	25,430	
Other Outflows	1,037	-	(1,037)	
Total Expenses	222,876	1,838,764	1,615,887	
Operating Income	(79,358)	141,678	221,036	
Fund Balance				
Beginning Balance (Unaudited)		1,252,953		
Operating Income		141,678		
Ending Fund Balance		1,394,631		

SUMMARY OF RESULTS

Budgeted Net Income for MSA-6 is \$141,678. Year to date net loss as of August 2017 is -\$79,358. 12% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 174. Latest enrollment is forecasted at 162, a reduction of -12.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 12)
- Title I Revenue (+\$8K)
- One-Time funding (+\$25K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY - 7

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	193,555	2,658,045	2,464,490
Federal Revenue	9,976	235,853	225,877
Other State Revenues	29,155	564,241	535,086
Local Revenues	1,231	53,168	51,937
Fundraising and Grants	595	11,000	10,405
Total Revenue	234,512	3,522,307	3,287,795
Expenses			
Compensation and Benefits	181,175	1,682,985	1,501,810
Books and Supplies	27,401	188,317	160,916
Services and Other Operating Expenditures	311,831	1,551,087	1,239,256
Depreciation	3,381	45,159	41,778
Other Outflows	-	-	-
Total Expenses	523,787	3,467,548	2,943,761
Operating Income	(289,275)	54,759	344,034
Fund Balance			
Beginning Balance (Unaudited)		1,018,194	
Operating Income		54,759	
Ending Fund Balance		1,072,953	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-7 is \$54,759. Year to date net loss as of August 2017 is -\$289,275. 15% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 295. Latest enrollment is forecasted at 289, a reduction of -6.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 6)
- Title I Revenue (+\$19K)
- SB740 Facility Revenue
- One-Time funding (+\$42K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY - 8

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	335,584	4,656,757	4,321,173
Federal Revenue	17,114	304,497	287,383
Other State Revenues	50,017	528,197	478,181
Local Revenues	-	34,273	34,273
Fundraising and Grants	4,726	20,000	15,274
Total Revenue	407,440	5,543,724	5,136,284
Expenses			
Compensation and Benefits	290,332	2,782,961	2,492,629
Books and Supplies	43,926	426,715	382,789
Services and Other Operating Expenditures	236,955	2,090,297	1,853,342
Depreciation	11,301	96,064	84,763
Other Outflows	-	-	-
Total Expenses	582,514	5,396,037	4,813,523
Operating Income	(175,074)	147,687	322,761
Fund Balance			
Beginning Balance (Unaudited)		3,333,071	
Operating Income		147,687	
Ending Fund Balance		3,480,758	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-8 is \$147,687. Year to date net loss as of August 2017 is -\$175,074. 11% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 495. Latest enrollment is forecasted at 479, a reduction of -16.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 16)
- Title I Revenue (+\$39K)
- Title II Revenue (-\$3.6K)
- One-Time funding (+\$72K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY – SANTA ANA

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	640,796	7,467,687	6,826,892
Federal Revenue	-	658,206	658,206
Other State Revenues	29,817	585,070	555,253
Local Revenues	2,747	64,612	61,865
Fundraising and Grants	129	32,446	32,317
Total Revenue	673,488	8,808,020	8,134,533
Expenses			
Compensation and Benefits	525,815	4,576,489	4,050,674
Books and Supplies	68,707	733,114	664,407
Services and Other Operating Expenditures	283,423	2,490,994	2,207,572
Depreciation	33,103	505,350	472,247
Other Outflows	-	173,107	173,107
Total Expenses	911,047	8,479,055	7,568,007
Operating Income	(237,560)	328,966	566,525
Fund Balance			
Beginning Balance (Unaudited)		7,876,170	
Operating Income		328,966	
Ending Fund Balance		8,205,136	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-SA is \$328,966. Year to date net loss as of August 2017 is - \$237,560. 11% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 812. Latest enrollment is forecasted at 729, a reduction of -83.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 83)
- One-Time funding (+\$90K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MAGNOLIA SCIENCE ACADEMY – SAN DIEGO

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	212,740	3,298,113	3,085,373
Federal Revenue	-	125,122	125,122
Other State Revenues	19,914	393,481	373,567
Local Revenues	477	78,739	78,262
Fundraising and Grants	-	31,153	31,153
Total Revenue	233,131	3,926,609	3,693,478
Expenses			
Compensation and Benefits	263,657	2,210,402	1,946,745
Books and Supplies	5,031	144,548	139,517
Services and Other Operating Expenditures	151,773	1,352,286	1,200,513
Depreciation	3,718	30,295	26,577
Other Outflows	-	-	-
Total Expenses	424,179	3,737,532	3,313,353
Operating Income	(191,048)	189,077	380,125
Fund Balance			
Beginning Balance (Unaudited)		1,238,595	
Operating Income		189,077	
Ending Fund Balance		1,427,672	

SUMMARY OF RESULTS

Budgeted Net Income for MSA-SD is \$189,077. Year to date net loss as of August 2017 is - \$191,048. 11% of budgeted expenses have been incurred so far this year. Budget is based on enrollment of 450. Latest enrollment is forecasted at 424, a reduction of -26.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Enrollment (reduction of 26)
- One-Time funding (+\$60K)

Other changes still being compiled include:

Confirmation of master staff roster and salaries

MERF

	YTD	Budget	
	Actual YTD	Approved Budget	Budget Remaining
SUMMARY			
Revenue			
LCFF Entitlement	-	-	-
Federal Revenue	-	-	-
Other State Revenues	-	-	-
Local Revenues	1,138,825	6,392,850	5,254,025
Fundraising and Grants	103,174	-	(103,174)
Total Revenue	1,247,298	6,392,850	5,150,851
Expenses			
Compensation and Benefits	455,264	3,055,489	2,600,225
Books and Supplies	7,068	70,421	63,353
Services and Other Operating Expenditures	434,258	2,726,775	2,292,517
Depreciation	240	933	693
Other Outflows	4,460	-	(4,460)
Total Expenses	901,291	5,853,618	4,952,327
Operating Income	346,007	539,232	198,524
Fund Balance			
Beginning Balance (Unaudited)		511,613	
Operating Income		539,232	
Ending Fund Balance		1,050,845	

SUMMARY OF RESULTS

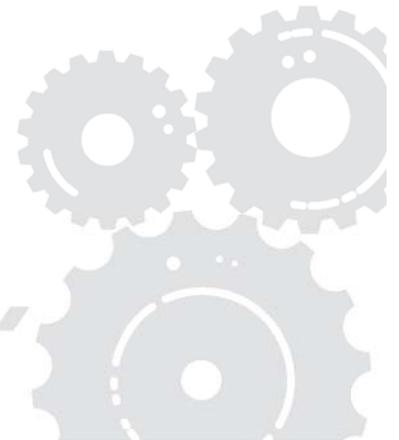
Budgeted Net Income for MERF is \$539,232. Year to date net income as of August 2017 is \$346,007. 16% of budgeted expenses have been incurred so far this year.

FORECAST CHANGES

Known changes to be included in the upcoming budget revision are:

- Deferred Grants from Drown Foundation and New Teacher Hire (+\$73K)
- Staffing changes

Exhibits



August 2017 Balance Sheet



	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SC	MSA-SD	MERF	Total
	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018	Aug FY2018
ASSETS													
Cash Balance	1,061,846	520,308	220,277	712,965	1,164,131	687,541	789,612	354,386	309,436	-	669,431	175,175	7,865,109
Accounts Receivable	635,872	23,190	37,258	17,190	36,407	37,379	99,275	34,970	63,079	234,113	30,643	99,078	1,409,052
Other Current Assets	-	-	-	-	-	-	4,000	-	19,630	56,530	25,000	16,000	121,280
Prepays	-	-	79,113	6,547	6,547	-	-	72,759	-	-	20,000	-	184,366
Fixed Assets, Net	4,079,117	140,741	63,554	53,084	24,352	50,353	36,189	174,534	17,677,880	132,247	303,573	17,483	22,755,105
Due From Others	706,335	144,167	164,120	253,342	153,210	450,000	(314)	2,000,548	70,182	38,023	852,588	4,163,180	9,001,441
TOTAL ASSETS	6,543,230	828,405	564,322	1,043,729	1,384,647	1,225,873	930,162	3,237,196	18,740,267	460,973	1,901,234	4,476,916	41,336,953
LIABILITIES & EQUITY													
Accounts Payable	68,843	223,736	109,635	4,766	57,149	31,750	55,157	66,011	166,881	445,890	1,560	201,287	1,432,665
Due to Others	311,779	17,425	113,256	28,192	34,736	26,392	151,950	13,188	2,201,344	747,883	660,621	3,526,154	7,833,520
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Loans and Other Payables	-	-	-	-	-	-	-	-	25,012	-	31,527	-	56,539
Long-Term Loans and Other Liabilities	2,800,000	-	-	-	-	-	-	-	8,706,378	35,646	151,806	(35,646)	11,658,784
Beginning Net Assets	3,755,099	908,953	645,615	1,030,156	1,375,555	1,247,089	1,012,330	3,333,071	7,877,012	(768,446)	1,246,768	439,113	22,102,314
Net Income (Loss) to Date	(392,491)	(321,709)	(304,184)	(19,384)	(82,793)	(79,358)	(289,275)	(175,074)	(237,560)	-	(191,048)	346,007	(1,746,863)
TOTAL LIABILITIES & EQUITY	6,543,230	828,405	564,322	1,043,729	1,384,647	1,225,873	930,162	3,237,196	18,740,267	460,973	1,901,234	4,476,916	41,336,953

FY17 vs FY18 Balance Sheet



	8/31/2017	6/30/2017	YTD Change
Assets			
Cash Balances	7,865,109	8,913,830	(1,048,721)
Accounts Receivable	1,409,052	4,113,784	(2,704,732)
Prepays and Other Assets	306,246	380,615	(74,369)
Fixed Assets, Net	22,755,105	22,829,757	(74,652)
Intercompany Receivable	9,001,441	8,684,468	316,973
Total Assets	41,336,953	44,922,454	(3,585,501)
Liabilities & Equity			
AP & Accrued Expenses	1,432,665	2,694,082	(1,261,417)
Deferred Revenue		-	-
Intercompany Balances Payable	7,833,520	8,684,468	(850,948)
Loans and other payables	11,715,323	11,366,024	349,299
Temporarily Restricted	1,150,684	1,147,480	3,204
Beginning Net Assets - Audited	20,951,630	19,473,923	1,477,707
Net Income (Loss) to Date	(1,746,869)	1,556,477	(3,303,346)
Total Liabilities & Equity	41,336,953	44,922,454	(3,585,501)

Intercompany Balances

4

Due To/From All Sites (excluding CMO Fees)*

	Due To												
	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SC	MSA-SD	MERF	Total Due To
MSA-1		12,048	6,532	2,186	-	-	-	-	2,255	-	-	288,759	311,779
MSA-2	909		-	1,490	3,210	-	-	-	-	-	2,420	9,395	17,425
MSA-3	-	-		-	-	-	-	-	2,387	-	2,411	108,457	113,256
MSA-4	-	-	21,207		-	-	-	-	2,954	-	-	4,031	28,192
MSA-5	-	-	21,207	-		-	-	-	-	2,857	5,233	5,438	34,736
MSA-6	-	-	21,207	-	-		-	-	-	669	-	4,516	26,392
MSA-7	-	914	21,207	-	-	-		-	901	791	-	129,051	152,864
MSA-8	-	-	-	-	-	-	-		-	2,002	-	11,186	13,188
MSA-SA	-	-	-	-	-	-	-	-		14,121	-	2,187,823	2,201,944
MSA-SC	-	-	-	-	-	-	-	-	-		-	747,883	747,883
MSA-SD	-	-	-	-	-	-	-	-	-	-		660,621	660,621
MERF	517,772	131,205	-	250,267	150,000	450,000	-	2,000,548	7,820	17,582	960	-	3,526,154
Total Due From	518,681	144,167	91,362	253,943	153,210	450,000	-	2,000,548	16,317	38,023	11,025	4,157,160	7,834,436
Total Due To	(311,779)	(17,425)	(113,256)	(28,192)	(34,736)	(26,392)	(152,864)	(13,188)	(2,201,944)	(747,883)	(660,621)	(3,526,154)	
Net Balance	206,902	126,742	(21,894)	225,750	118,474	423,608	(152,864)	1,987,360	(2,185,627)	(709,860)	(649,596)	631,006	

*This includes board approved loans and all other expenses and allocations

Intercompany Balances



Intercompany Borrowing (excluding CMO fees)

		Due To											
		MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SC	MSA-SD	MERF
Due From	MSA-1	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-2	909	-	-	-	1,030	-	-	-	-	-	-	-
	MSA-3	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-4	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-5	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-6	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-7	-	914	-	-	-	-	-	-	901	-	-	-
	MSA-8	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-SA	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-SC	-	-	-	-	-	-	-	-	-	-	-	-
	MSA-SD	-	-	-	-	-	-	-	-	-	-	-	630,859
	MERF	44,833	-	-	-	-	-	-	-	-	-	-	-

MSA-1**Budget vs. Actual - Restricted and Unrestricted****As of Aug FY2018**

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	381,173	5,459,002	5,077,829	381,173	5,459,002	5,077,829
Federal Revenue	-	1,088,351	1,088,351	-	-	-	-	1,088,351	1,088,351
Other State Revenues	-	797,963	797,963	(900)	92,831	93,731	(900)	890,794	891,694
Local Revenues	-	7,852	7,852	51	61,798	61,747	51	69,650	69,599
Fundraising and Grants	-	65,000	65,000	687	-	(687)	687	65,000	64,313
Total Revenue	-	1,959,166	1,959,166	381,011	5,613,631	5,232,620	381,011	7,572,797	7,191,786
Expenses									
Compensation and Benefits	32,699	586,242	553,543	353,070	2,929,591	2,576,521	385,769	3,515,833	3,130,064
Books and Supplies	2,739	314,129	311,390	25,800	199,974	174,174	28,540	514,103	485,563
Services and Other Operating Expenditures	21,558	680,436	658,878	315,758	2,595,799	2,280,041	337,316	3,276,235	2,938,919
Depreciation	-	-	-	23,333	153,345	130,012	23,333	153,345	130,012
Other Outflows	-	-	-	816	-	(816)	816	-	(816)
Total Expenses	56,997	1,580,807	1,523,810	718,777	5,878,709	5,159,932	773,502	7,459,516	6,683,741
Operating Income	(56,997)	378,359	435,357	(337,766)	(265,078)	72,688	(392,491)	113,281	508,045

MSA-2**Budget vs. Actual - Restricted and Unrestricted**

As of Aug FY2018

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	309,953	4,724,787	4,414,834	309,953	4,724,787	4,414,834
Federal Revenue	-	454,654	454,654	-	-	-	-	454,654	454,654
Other State Revenues	-	279,644	279,644	(771)	79,944	80,715	(771)	359,588	360,359
Local Revenues	-	425	425	-	58,255	58,255	-	58,680	58,680
Fundraising and Grants	1,185	20,550	19,365	-	-	-	1,185	20,550	19,365
Total Revenue	1,185	755,273	754,088	309,182	4,862,986	4,553,804	310,367	5,618,259	5,307,892
Expenses									
Compensation and Benefits	36,083	629,556	593,473	315,936	2,481,354	2,165,418	352,019	3,110,910	2,758,891
Books and Supplies	2,895	281,186	278,291	28,824	119,756	90,933	31,719	400,942	369,223
Services and Other Operating Expenditures	17,894	244,196	226,302	221,054	1,679,600	1,458,546	238,947	1,923,796	1,684,848
Depreciation	-	-	-	9,392	51,413	42,021	9,392	51,413	42,021
Total Expenses	56,872	1,154,937	1,098,065	575,205	4,332,123	3,756,918	632,077	5,487,060	4,854,984
Operating Income	(55,687)	(399,665)	(343,978)	(266,023)	530,863	796,886	(321,709)	131,198	452,908

MSA-3**Budget vs. Actual - Restricted and Unrestricted****As of Aug FY2018**

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	309,484	4,463,366	4,153,882	309,484	4,463,366	4,153,882
Federal Revenue	-	485,007	485,007	-	-	-	-	485,007	485,007
Other State Revenues	-	370,765	370,765	(763)	76,535	77,298	(763)	447,300	448,063
Local Revenues	-	1,270	1,270	700	39,308	38,608	700	40,578	39,878
Fundraising and Grants	-	19,617	19,617	-	-	-	-	19,617	19,617
Total Revenue	-	876,659	876,659	309,421	4,579,209	4,269,788	309,421	5,455,868	5,146,447
Expenses									
Compensation and Benefits	53,857	562,120	508,263	283,321	2,262,202	1,978,881	337,178	2,824,322	2,487,144
Books and Supplies	3,742	322,585	318,843	38,796	111,729	72,933	42,539	434,314	391,776
Services and Other Operating Expenditures	20,027	253,091	233,064	206,336	1,804,917	1,598,581	226,363	2,058,008	1,831,645
Depreciation	-	-	-	6,365	19,096	12,731	6,365	19,096	12,731
Other Outflows	-	-	-	1,160	-	(1,160)	1,160	-	(1,160)
Total Expenses	77,626	1,137,797	1,060,171	535,979	4,197,944	3,661,965	613,605	5,335,741	4,722,136
Operating Income	(77,626)	(261,138)	(183,512)	(226,559)	381,265	607,824	(304,184)	120,127	424,311

MSA-4**Budget vs. Actual - Restricted and Unrestricted**

As of Aug FY2018

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	132,366	1,875,756	1,743,390	132,366	1,875,756	1,743,390
Federal Revenue	6,573	259,640	253,067	-	-	-	6,573	259,640	253,067
Other State Revenues	19,212	117,206	97,994	(376)	33,653	34,029	18,836	150,859	132,023
Local Revenues	-	137	137	-	21,898	21,898	-	22,035	22,035
Fundraising and Grants	-	-	-	-	3,000	3,000	-	3,000	3,000
Uncategorized Revenue	-	-	-	900	-	(900)	900	-	(900)
Total Revenue	25,785	376,983	351,198	132,890	1,934,307	1,801,417	158,675	2,311,290	2,152,616
Expenses									
Compensation and Benefits	26,918	207,210	180,292	92,727	1,130,350	1,037,623	119,645	1,337,560	1,217,916
Books and Supplies	3,804	61,188	57,384	245	51,986	51,741	4,049	113,174	109,125
Services and Other Operating Expenditures	11,759	268,980	257,221	39,996	520,398	480,402	51,755	789,378	737,623
Depreciation	-	-	-	2,610	15,656	13,046	2,610	15,656	13,046
Total Expenses	42,481	537,378	494,897	135,578	1,718,390	1,582,812	178,059	2,255,768	2,077,709
Operating Income	(16,696)	(160,395)	(143,699)	(2,688)	215,917	218,605	(19,384)	55,522	74,906

MSA-5**Budget vs. Actual - Restricted and Unrestricted**

As of Aug FY2018

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	122,034	1,939,936	1,817,902	122,034	1,939,936	1,817,902
Federal Revenue	6,211	226,461	220,250	-	-	-	6,211	226,461	220,250
Other State Revenues	18,152	147,832	129,680	(182)	32,304	32,486	17,970	180,136	162,166
Local Revenues	-	-	-	-	28,536	28,536	-	28,536	28,536
Fundraising and Grants	-	1,000	1,000	-	-	-	-	1,000	1,000
Total Revenue	24,363	375,293	350,930	121,852	2,000,776	1,878,924	146,214	2,376,069	2,229,855
Expenses									
Compensation and Benefits	10,149	214,738	204,589	142,486	1,184,929	1,042,443	152,635	1,399,667	1,247,032
Books and Supplies	6,780	15,602	8,822	10,612	209,507	198,895	17,392	225,109	207,717
Services and Other Operating Expenditures	24,612	253,525	228,913	32,326	421,845	389,519	56,938	675,370	618,432
Depreciation	-	-	-	-	11,400	11,400	-	11,400	11,400
Other Outflows	-	-	-	2,042	-	(2,042)	2,042	-	(2,042)
Total Expenses	41,542	483,865	442,323	187,465	1,827,681	1,640,216	229,007	2,311,546	2,082,539
Operating Income	(17,179)	(108,572)	(91,393)	(65,613)	173,095	238,708	(82,793)	64,523	147,316

MSA-6**Budget vs. Actual - Restricted and Unrestricted**

As of Aug FY2018

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	116,300	1,574,417	1,458,117	116,300	1,574,417	1,458,117
Federal Revenue	6,032	170,405	164,373	-	-	-	6,032	170,405	164,373
Other State Revenues	17,631	193,164	175,534	-	27,455	27,455	17,631	220,619	202,989
Local Revenues	-	-	-	1,200	-	(1,200)	1,200	-	(1,200)
Fundraising and Grants	2,355	15,000	12,645	-	-	-	2,355	15,000	12,645
Total Revenue	26,018	378,569	352,551	117,500	1,601,872	1,484,372	143,518	1,980,441	1,836,923
Expenses									
Compensation and Benefits	1,786	128,881	127,095	128,164	1,044,141	915,977	129,950	1,173,022	1,043,072
Books and Supplies	1,870	75,569	73,699	15,684	51,681	35,997	17,554	127,250	109,696
Services and Other Operating Expenditures	2,366	167,743	165,377	68,672	342,022	273,350	71,039	509,765	438,726
Depreciation	-	-	-	3,296	28,726	25,430	3,296	28,726	25,430
Other Outflows	-	-	-	1,037	-	(1,037)	1,037	-	(1,037)
Total Expenses	6,022	372,193	366,171	216,854	1,466,570	1,249,716	222,876	1,838,763	1,615,887
Operating Income	19,996	6,376	(13,620)	(99,354)	135,302	234,656	(79,358)	141,678	221,036

MSA-7**Budget vs. Actual - Restricted and Unrestricted
As of Aug FY2018**

	Restricted			Unrestricted			Total		
	Restricted Actual YTD	Restricted Approved Budget	Budget Remaining	Unrestricted Actual YTD	Unrestricted Approved Budget	Budget Remaining	Total YTD	Total Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	193,555	2,658,045	2,464,490	193,555	2,658,045	2,464,490
Federal Revenue	9,976	235,853	225,877	-	-	-	9,976	235,853	225,877
Other State Revenues	29,155	518,231	489,076	-	46,009	46,009	29,155	564,241	535,086
Local Revenues	1,231	10,560	9,329	-	42,607	42,607	1,231	53,168	51,937
Fundraising and Grants	595	11,000	10,405	-	-	-	595	11,000	10,405
Total Revenue	40,957	775,644	734,687	193,555	2,746,661	2,553,106	234,512	3,522,307	3,287,795
Expenses									
Compensation and Benefits	9,002	653,139	644,137	180,175	1,029,846	849,671	189,177	1,682,985	1,501,810
Books and Supplies	3,500	121,952	118,452	23,901	66,366	42,465	27,401	188,317	160,916
Services and Other Operating Expenditures	33,921	491,881	457,960	277,910	747,375	469,465	311,831	1,551,087	1,239,256
Depreciation	-	-	-	3,381	45,159	41,778	3,381	45,159	41,778
Total Expenses	46,423	1,266,972	1,220,549	485,366	1,888,746	1,403,380	523,788	3,467,548	2,943,761
Operating Income	(5,466)	(491,328)	(485,862)	(291,811)	857,915	1,149,726	(289,276)	54,759	344,034

MSA-8**Budget vs. Actual - Restricted and Unrestricted**

As of Aug FY2018

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	335,584	4,656,757	4,321,173	335,584	4,656,757	4,321,173
Federal Revenue	17,114	304,497	287,383	-	-	-	17,114	304,497	287,383
Other State Revenues	50,017	449,211	399,194	-	78,987	78,987	50,017	528,197	478,180
Local Revenues	-	-	-	-	34,273	34,273	-	34,273	34,273
Fundraising and Grants	4,726	20,000	15,274	-	-	-	4,726	20,000	15,274
Total Revenue	71,856	773,708	701,852	335,584	4,770,017	4,434,433	407,440	5,543,724	5,136,284
Expenses									
Compensation and Benefits	34,875	635,656	600,781	255,457	2,147,304	1,891,847	290,332	2,782,961	2,492,629
Books and Supplies	105	26,391	26,286	43,821	400,324	356,503	43,926	426,715	382,789
Services and Other Operating Expenditures	23,629	258,250	234,621	213,326	1,832,047	1,618,721	236,955	2,090,297	1,853,342
Depreciation	-	-	-	11,301	96,064	84,763	11,301	96,064	84,763
Total Expenses	58,609	920,297	861,688	523,904	4,475,739	3,951,835	582,514	5,396,037	4,813,523
Operating Income	13,247	(146,589)	(159,836)	(188,320)	294,278	482,598	(175,074)	147,687	322,761

MSA-SA**Budget vs. Actual - Restricted and Unrestricted**

As of Aug FY2018

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	640,796	7,467,687	6,826,892	640,796	7,467,687	6,826,892
Federal Revenue	-	658,206	658,206	-	-	-	-	658,206	658,206
Other State Revenues	29,816	457,818	428,002	1	127,252	127,252	29,817	585,070	555,253
Local Revenues	1,728	14,459	12,731	1,018	50,153	49,135	2,746	64,612	61,865
Fundraising and Grants	129	32,446	32,317	-	-	-	129	32,446	32,317
Total Revenue	31,673	1,162,929	1,131,256	641,814	7,645,092	7,003,278	673,487	8,808,021	8,134,533
Expenses									
Compensation and Benefits	57,348	800,675	743,327	468,467	3,775,814	3,307,347	525,815	4,576,489	4,050,674
Books and Supplies	6,687	395,869	389,182	62,020	337,245	275,225	68,707	733,114	664,407
Services and Other Operating Expenditures	11,713	341,177	329,464	271,710	2,149,817	1,878,107	283,423	2,490,994	2,207,572
Depreciation	-	-	-	33,103	505,350	472,247	33,103	505,350	472,247
Other Outflows	-	-	-	-	173,107	173,107	-	173,107	173,107
Total Expenses	75,748	1,537,721	1,461,973	835,300	6,941,333	6,106,033	911,047	8,479,054	7,568,007
Operating Income	(44,075)	(374,792)	(330,717)	(193,486)	703,759	897,245	(237,561)	328,967	566,525

MSA-SD**Budget vs. Actual - Restricted and Unrestricted**

As of Aug FY2018

	Restricted			Unrestricted			Total		
	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining	Actual YTD	Approved Budget	Budget Remaining
SUMMARY									
Revenue									
LCFF Entitlement	-	-	-	212,740	3,298,113	3,085,373	212,740	3,298,113	3,085,373
Federal Revenue	-	125,122	125,122	-	-	-	-	125,122	125,122
Other State Revenues	19,914	323,298	303,384	-	70,183	70,183	19,914	393,481	373,567
Local Revenues	-	-	-	477	78,739	78,262	477	78,739	78,262
Fundraising and Grants	-	31,153	31,153	-	-	-	-	31,153	31,153
Total Revenue	19,914	479,573	459,659	213,217	3,447,035	3,233,818	233,131	3,926,608	3,693,478
Expenses									
Compensation and Benefits	11,700	304,665	292,965	251,957	1,905,738	1,653,781	263,657	2,210,403	1,946,745
Books and Supplies	642	53,711	53,069	4,389	90,837	86,448	5,031	144,548	139,517
Services and Other Operating Expenditures	16,059	162,248	146,189	135,714	1,190,037	1,054,323	151,773	1,352,285	1,200,513
Depreciation	-	-	-	3,718	30,295	26,577	3,718	30,295	26,577
Total Expenses	28,400	520,624	492,224	395,779	3,216,907	2,821,128	424,179	3,737,531	3,313,353
Operating Income	(8,486)	(41,051)	(32,565)	(182,562)	230,128	412,690	(191,048)	189,077	380,125

MPS
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	2,753,985	38,117,866	35,363,881	
Federal Revenue	45,906	4,008,196	3,962,290	
Other State Revenues	180,904	4,320,287	4,139,382	
Local Revenues	1,151,430	6,843,121	5,691,691	
Fundraising and Grants	112,850	218,766	105,916	
Total Revenue	4,245,075	53,508,235	49,263,160	
Expenses				
Compensation and Benefits	3,192,065	27,669,640	24,479,372	
Books and Supplies	293,924	3,378,007	3,084,082	
Services and Other Operating Expenditures	2,400,598	19,443,993	17,043,395	
Depreciation	96,740	957,438	860,698	
Other Outflows	8,617	173,107	164,490	
Total Expenses	5,991,944	51,622,185	45,632,038	
Operating Income	(1,746,869)	1,886,051	3,631,123	
Fund Balance				
Beginning Balance (Unaudited)		22,214,145		
Operating Income		1,886,051		
Ending Fund Balance		24,100,196		

MPS
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
K-3		465		
4-6		1,018		
7-8		1,608		
9-12		1,023		
Total Enrolled		4,114		
ADA %				
K-3		866.4%		
4-6		958.5%		
7-8		868.1%		
9-12		769.5%		
Average ADA %		962.9%		
ADA				
K-3		446.4		
4-6		981.1		
7-8		1,554.0		
9-12		981.8		
Total ADA		3,963.4		

MPS
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
REVENUE				
LCFF Entitlement				
8011 Charter Schools LCFF - State Aid	1,366,375	24,258,647	22,892,272	94%
8012 Education Protection Account Entitlement	-	3,829,460	3,829,460	100%
8096 Charter Schools in Lieu of Property Taxes	1,387,610	10,029,759	8,642,149	86%
SUBTOTAL - LCFF Entitlement	2,753,985	38,117,866	35,363,881	93%
Federal Revenue				
8181 Special Education - Entitlement	45,906	573,412	527,506	92%
8220 Child Nutrition Programs	-	1,140,809	1,140,809	100%
8291 Title I	-	1,199,068	1,199,068	100%
8292 Title II	-	182,911	182,911	100%
8293 Title III	-	50,886	50,886	100%
8296 Other Federal Revenue	-	861,111	861,111	100%
SUBTOTAL - Federal Revenue	45,906	4,008,196	3,962,290	99%
Other State Revenue				
8319 Other State Apportionments - Prior Years	(2,991)	-	2,991	
8381 Special Education - Entitlement (State)	183,896	2,113,758	1,929,862	91%
8520 Child Nutrition - State	-	97,696	97,696	100%
8545 School Facilities Apportionments	-	662,833	662,833	100%
8550 Mandated Cost Reimbursements	-	76,168	76,168	100%
8560 State Lottery Revenue	-	760,764	760,764	100%
8596 ASES	-	609,068	609,068	100%
SUBTOTAL - Other State Revenue	180,904	4,320,287	4,139,382	96%
Local Revenue				
8634 Food Service Sales	2,959	34,703	31,744	91%
8650 Leases and Rentals	-	7,000	7,000	100%
8660 Interest	1,495	2,891	1,396	48%
8682 Summer Program	-	268,857	268,857	100%
8690 Other Local Revenue	74,601	93,820	19,218	20%
8693 Field Trips	-	43,000	43,000	100%
8699 All Other Local Revenue	700	-	(700)	
8701 CMO Fee - MSA-1	174,595	1,047,567	872,973	83%
8702 CMO Fee - MSA-2	174,595	1,047,567	872,973	83%
8703 CMO Fee - MSA-3	158,226	949,358	791,131	83%

MPS
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
8704 CMO Fee - MSA-4	13,095	78,568	65,473	83%
8705 CMO Fee - MSA-5	13,095	78,568	65,473	83%
8706 CMO Fee - MSA-6	13,095	78,568	65,473	83%
8707 CMO Fee - MSA-7	109,122	654,729	545,608	83%
8708 CMO Fee - MSA-8	174,595	1,047,567	872,973	83%
8709 CMO Fee - MSA-SA	174,595	1,047,567	872,973	83%
8712 CMO Fee - MSA-SD	60,465	362,792	302,327	83%
8999 Uncategorized Revenue	6,200	-	(6,200)	
SUBTOTAL - Local Revenue	1,151,430	6,843,121	5,691,691	83%
Fundraising and Grants				
8801 Donations - Parents	-	2,507	2,507	100%
8802 Donations - Private	105,909	75,179	(30,730)	-41%
8803 Fundraising	6,941	141,080	134,139	95%
SUBTOTAL - Fundraising and Grants	112,850	218,766	105,916	48%
TOTAL REVENUE	4,245,075	53,508,235	49,263,160	92%

MPS
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100 Teachers Salaries	1,078,384	12,051,883	10,973,499	91%
1300 Certificated Supervisor & Administrator Salaries	528,009	4,080,721	3,552,712	86%
SUBTOTAL - Certificated Salaries	1,606,393	16,132,604	14,526,211	90%
Classified Salaries				
2400 Classified Clerical & Office Salaries	449,048	3,036,624	2,587,577	81%
2900 Classified Other Salaries	253,825	1,685,474	1,431,649	85%
SUBTOTAL - Classified Salaries	702,873	4,722,099	4,019,226	83%
Employee Benefits				
3100 STRS	237,481	2,240,359	2,002,879	89%
3200 PERS	60,847	494,798	433,951	88%
3300 OASDI-Medicare-Alternative	73,858	621,733	547,875	88%
3400 Health & Welfare Benefits	413,931	3,033,544	2,619,613	86%
3500 Unemployment Insurance	1,513	76,057	74,544	98%
3600 Workers Comp Insurance	65,889	234,824	168,935	70%
3700 Retiree Benefits	20,881	-	(20,881)	
3900 Other Employee Benefits	6,602	113,621	107,019	94%
SUBTOTAL - Employee Benefits	881,002	6,814,937	5,933,935	87%
Books & Supplies				
4100 Approved Textbooks & Core Curricula Materials	80,194	214,820	134,626	63%
4200 Books & Other Reference Materials	2,197	47,030	44,833	95%
4315 Custodial Supplies	1,581	65,480	63,899	98%
4320 Educational Software	108,125	265,718	157,593	59%
4325 Instructional Materials & Supplies	17,016	275,713	258,697	94%
4326 Art & Music Supplies	1,732	39,766	38,034	96%
4330 Office Supplies	21,517	70,549	49,032	70%
4335 PE Supplies	-	67,060	67,060	100%
4340 Professional Development Supplies	2,134	250	(1,884)	-1114%
4345 Non Instructional Student Materials & Supplies	1,690	73,755	72,066	98%
4346 Teacher Supplies	1,885	24,460	22,575	92%
4350 Uniforms	-	5,515	5,515	100%

MPS
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
4351 Yearbook	-	2,260	2,260	100%
4400 Noncapitalized Equipment	4,152	109,756	105,604	96%
4410 Classroom Furniture, Equipment & Supplies	35,705	109,128	73,423	67%
4420 Computers (individual items less than \$5k)	2,729	67,000	64,271	96%
4430 Non Classroom Related Furniture, Equipment & Supplies	2,858	55,869	53,011	95%
4700 Food	-	1,787,438	1,787,438	100%
4710 Student Food Services	-	-	-	
4720 Other Food	10,410	96,440	86,030	89%
SUBTOTAL - Books and Supplies	293,924	3,378,007	3,084,082	91%
Services & Other Operating Expenses				
5101 CMO Fees	-	-	-	
5200 Travel & Conferences	-	9,120	9,120	100%
5210 Conference Fees	745	101,435	100,690	99%
5215 Travel - Mileage, Parking, Tolls	8,048	104,650	96,602	91%
5220 Travel and Lodging	-	117,341	117,341	100%
5300 Dues & Memberships	11,420	78,077	66,657	82%
5450 Insurance - Other	68,549	207,148	138,599	67%
5500 Operations & Housekeeping	16,801	213,191	196,390	92%
5510 Utilities - Gas and Electric	26,176	249,548	223,372	90%
5605 Equipment Leases	21,625	203,818	182,193	89%
5610 Rent	263,065	2,595,983	2,332,919	89%
5611 Prop 39 Related Costs	3,874	1,001,614	997,740	100%
5615 Repairs and Maintenance - Building	15,437	180,094	164,657	91%
5617 Repairs and Maintenance - Other Equipment	1,681	15,970	14,289	89%
5803 Accounting Fees	-	124,409	124,409	100%
5809 Banking Fees	654	34,765	34,112	98%
5812 Business Services	57,917	700,000	642,083	83%
5813 School Programs - After School Program	1,005	617,781	616,776	100%
5814 School Programs - Academic Competitions	3,901	31,496	27,595	88%
5819 School Programs - Other	3,295	65,518	62,223	95%
5820 Consultants - Non Instructional	-	143,047	143,047	100%
5822 Other Professional Services	398,004	1,188,857	790,852	66%
5824 District Oversight Fees	25,319	379,832	354,513	93%
5830 Field Trips Expenses	1,001	185,900	184,900	99%
5833 Fines and Penalties	15	1,518	1,503	99%
5845 Legal Fees	91,279	574,000	482,721	72%
5848 Licenses and Other Fees	4,032	-	(4,032)	

MPS
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
5851 Marketing and Student Recruiting	13,588	182,710	169,122	93%
5857 Payroll Fees	23,647	196,902	173,255	88%
5858 CMO Fees Expense	1,126,583	-	(1,126,583)	82%
5861 Prior Yr Exp (not accrued)	28,504	-	(28,504)	
5863 Professional Development	9,825	366,414	356,589	96%
5864 Professional Development - Tuition Reimbursement	3,960	454,750	450,790	99%
5869 Special Education Contract Instructors	(790)	993,023	993,813	100%
5872 Special Education Encroachment	36,014	295,407	259,392	88%
5875 Staff Recruiting	-	17,300	17,300	100%
5884 Substitutes	19,216	422,960	403,745	95%
5887 Technology Services	87,787	800,118	712,331	88%
5893 Transportation - Student	6,145	69,010	62,865	91%
5898 Bad Debt Expense	(1)	2,559	2,560	100%
5899 Miscellaneous Operating Expenses	-	0	0	100%
5900 Communications	13,594	45,340	31,746	70%
5915 Postage and Delivery	8,684	79,536	70,852	88%
SUBTOTAL - Services & Other Operating Exp.	2,400,598	19,443,993	17,043,395	87%
Capital Outlay & Depreciation				
6200 Buildings & Improvement of Buildings	-	-	-	
6400 Equipment	-	-	-	
6900 Depreciation	96,740	957,438	860,698	90%
SUBTOTAL - Capital Outlay & Depreciation	96,740	957,438	860,698	90%
Other Outflows				
7438 Long term debt - Interest	-	173,107	173,107	100%
7999 Uncategorized Expense	8,617	-	(8,617)	
SUBTOTAL - Other Outflows	8,617	173,107	164,490	95%
TOTAL EXPENSES	5,990,147	51,622,185	45,632,038	88%

MSA-1
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	381,173	5,459,002	5,077,829	
Federal Revenue	-	1,088,351	1,088,351	
Other State Revenues	(900)	890,794	891,694	
Local Revenues	51	69,650	69,599	
Fundraising and Grants	686	65,000	64,314	
Total Revenue	381,011	7,572,797	7,191,787	
Expenses				
Compensation and Benefits	383,497	3,515,834	3,132,337	
Books and Supplies	28,540	514,102	485,563	
Services and Other Operating Expenditures	337,316	3,276,235	2,938,919	
Depreciation	23,333	153,345	130,012	
Other Outflows	816	-	(816)	
Total Expenses	773,502	7,459,516	6,686,014	
Operating Income	(392,491)	113,281	505,772	
Fund Balance				
Beginning Balance (Unaudited)		3,767,180		
Operating Income		113,281		
Ending Fund Balance		3,880,461		

**MSA-1
Income Statement
As of Aug FY2018**

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		85		
7-8		160		
9-12		295		
Total Enrolled		540		
ADA %				
4-6		95.9%		
7-8		97.0%		
9-12		95.8%		
Average ADA %		96.2%		
ADA				
4-6		81.5		
7-8		155.2		
9-12		282.7		
Total ADA		519.4		

MSA-1
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	182,370	3,652,173	3,469,803	95%	
8012 Education Protection Account Entitlement	-	704,485	704,485	100%	
8096 Charter Schools in Lieu of Property Taxes	198,803	1,102,345	903,541	82%	
SUBTOTAL - LCFF Entitlement	381,173	5,459,002	5,077,829	93%	
Federal Revenue					
8181 Special Education - Entitlement	-	67,625	67,625	100%	
8220 Child Nutrition Programs	-	232,339	232,339	100%	
8291 Title I	-	185,886	185,886	100%	
8292 Title II	-	29,415	29,415	100%	
8293 Title III	-	50,886	50,886	100%	
8296 Other Federal Revenue	-	522,200	522,200	100%	
SUBTOTAL - Federal Revenue	-	1,088,351	1,088,351	100%	
Other State Revenue					
8319 Other State Apportionments - Prior Years	(900)	-	900		<i>In Lieu of Property Tax 2015</i>
8381 Special Education - Entitlement (State)	-	266,958	266,958	100%	
8520 Child Nutrition - State	-	19,443	19,443	100%	
8545 School Facilities Apportionments	-	389,530	389,530	100%	
8550 Mandated Cost Reimbursements	-	15,171	15,171	100%	
8560 State Lottery Revenue	-	99,693	99,693	100%	
8596 ASES	-	100,000	100,000	100%	
SUBTOTAL - Other State Revenue	(900)	890,794	891,694	100%	
Local Revenue					
8634 Food Service Sales	-	7,852	7,852	100%	
8682 Summer Program	-	31,798	31,798	100%	
8690 Other Local Revenue	51	30,000	29,949	100%	
SUBTOTAL - Local Revenue	51	69,650	69,599	100%	
Fundraising and Grants					
8802 Donations - Private	6	30,000	29,994	100%	
8803 Fundraising	680	35,000	34,320	98%	
SUBTOTAL - Fundraising and Grants	686	65,000	64,314	99%	
TOTAL REVENUE	381,011	7,572,797	7,191,787	95%	

MSA-1
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	153,847	1,795,223	1,641,376	91%	
1300 Certificated Supervisor & Administrator Salaries	58,179	466,687	408,508	88%	
SUBTOTAL - Certificated Salaries	212,026	2,261,910	2,049,883	91%	
Classified Salaries					
2400 Classified Clerical & Office Salaries	23,935	180,035	156,099	87%	
2900 Classified Other Salaries	38,548	214,840	176,292	82%	
SUBTOTAL - Classified Salaries	62,483	394,875	332,392	84%	
Employee Benefits					
3100 STRS	31,761	312,448	280,687	90%	
3200 PERS	7,425	54,365	46,939	86%	
3300 OASDI-Medicare-Alternative	7,221	68,997	61,777	90%	
3400 Health & Welfare Benefits	61,198	362,486	301,288	83%	
3500 Unemployment Insurance	588	28,428	27,839	98%	
3600 Workers Comp Insurance	794	29,915	29,121	97%	
3900 Other Employee Benefits	-	2,411	2,411	100%	
SUBTOTAL - Employee Benefits	108,987	859,049	750,062	87%	
Books & Supplies					
4100 Approved Textbooks & Core Curricula Materials	7,290	-	(7,290)		No budget in this line item - Budget transfer will be made from other 4000 expense
4200 Books & Other Reference Materials	-	10,000	10,000	100%	
4315 Custodial Supplies	113	20,000	19,887	99%	
4320 Educational Software	17,282	43,000	25,718	60%	
4325 Instructional Materials & Supplies	732	55,000	54,268	99%	
4326 Art & Music Supplies	-	10,000	10,000	100%	
4330 Office Supplies	2,136	6,750	4,614	68%	
4345 Non Instructional Student Materials & Supplies	-	10,000	10,000	100%	
4346 Teacher Supplies	-	5,000	5,000	100%	
4400 Noncapitalized Equipment	-	25,256	25,256	100%	
4410 Classroom Furniture, Equipment & Supplies	987	-	(987)		No budget in this line item - Budget transfer will be made from other 4000 expense

MSA-1
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
4420 Computers (individual items less than \$5k)	-	15,500	15,500	100%	
4430 Non Classroom Related Furniture, Equipment & Supplies	-	20,000	20,000	100%	
4700 Food	-	285,597	285,597	100%	
4710 Student Food Services	-	-	-		
4720 Other Food	-	8,000	8,000	100%	
SUBTOTAL - Books and Supplies	28,540	514,102	485,563	94%	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	-	12,500	12,500	100%	
5215 Travel - Mileage, Parking, Tolls	-	2,000	2,000	100%	
5220 Travel and Lodging	-	2,000	2,000	100%	
5300 Dues & Memberships	970	7,500	6,530	87%	
5450 Insurance - Other	10,135	32,970	22,835	69%	
5500 Operations & Housekeeping	2,865	50,000	47,135	94%	
5510 Utilities - Gas and Electric	3,346	60,000	56,654	94%	
5605 Equipment Leases	2,559	20,000	17,441	87%	
5610 Rent	82,663	1,278,598	1,195,934	94%	
5615 Repairs and Maintenance - Building	273	50,000	49,727	99%	
5617 Repairs and Maintenance - Other Equipment	-	2,000	2,000	100%	
5803 Accounting Fees	-	10,281	10,281	100%	
5809 Banking Fees	-	1,500	1,500	100%	
5813 School Programs - After School Program	-	100,000	100,000	100%	
5814 School Programs - Academic Competitions	450	10,000	9,550	96%	
5819 School Programs - Other	2,925	28,787	25,862	90%	
5820 Consultants - Non Instructional	-	15,421	15,421	100%	
5822 Other Professional Services	27,224	99,237	72,013	73%	
5824 District Oversight Fees	-	54,590	54,590	100%	
5830 Field Trips Expenses	-	25,000	25,000	100%	
5833 Fines and Penalties	-	303	303	100%	
5845 Legal Fees	-	15,000	15,000	100%	
5851 Marketing and Student Recruiting	1,315	15,000	13,685	91%	
5857 Payroll Fees	2,004	25,000	22,996	92%	
5858 CMO Fees Expense	174,595	1,047,567	872,973	83%	
5861 Prior Yr Exp (not accrued)	2,851	-	(2,851)		No budget in this line item - Budget transfer will be made from other 5000 expense

MSA-1
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
		Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
5863 Professional Development	1,658	30,000	28,342	94%	
5864 Professional Development - Tuition Reimbursement	-	52,250	52,250	100%	
5869 Special Education Contract Instructors	-	82,000	82,000	100%	
5872 Special Education Encroachment	-	22,672	22,672	100%	
5884 Substitutes	-	30,000	30,000	100%	
5887 Technology Services	19,030	78,500	59,470	76%	
5898 Bad Debt Expense	(0)	2,559	2,559	100%	
5899 Miscellaneous Operating Expenses	-	0	0	100%	
5900 Communications	1,896	3,000	1,104	37%	
5915 Postage and Delivery	558	10,000	9,442	94%	
SUBTOTAL - Services & Other Operating Exp.	337,316	3,276,235	2,938,919	90%	
Capital Outlay & Depreciation					
6900 Depreciation	23,333	153,345	130,012	85%	
SUBTOTAL - Capital Outlay & Depreciation	23,333	153,345	130,012	85%	
Other Outflows					
7999 Uncategorized Expense	816	-	(816)		
SUBTOTAL - Other Outflows	816	-	(816)		
TOTAL EXPENSES	773,502	7,459,516	6,686,014	90%	

MSA-2
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	309,953	4,724,787	4,414,834	
Federal Revenue	-	454,654	454,654	
Other State Revenues	(771)	359,588	360,359	
Local Revenues	-	58,680	58,680	
Fundraising and Grants	1,185	20,550	19,365	
Total Revenue	310,367	5,618,259	5,307,891	
Expenses				
Compensation and Benefits	352,019	3,110,910	2,758,891	
Books and Supplies	31,719	400,942	369,223	
Services and Other Operating Expenditures	238,947	1,923,796	1,684,848	
Depreciation	9,392	51,413	42,022	
Other Outflows	-	-	-	
Total Expenses	632,077	5,487,060	4,854,984	
Operating Income	(321,709)	131,198	452,907	
Fund Balance				
Beginning Balance (Unaudited)		908,953		
Operating Income		131,198		
Ending Fund Balance		1,040,151		

**MSA-2
Income Statement
As of Aug FY2018**

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		100		
7-8		180		
9-12		205		
Total Enrolled		485		
ADA %				
4-6		96.0%		
7-8		96.0%		
9-12		96.0%		
Average ADA %		96.0%		
ADA				
4-6		96.0		
7-8		172.8		
9-12		196.8		
Total ADA		465.6		

MSA-2
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
		Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
REVENUE					
LCFF Entitlement					
8011	Charter Schools LCFF - State Aid	143,826	3,119,056	2,975,230	95%
8012	Education Protection Account Entitlement	-	617,518	617,518	100%
8096	Charter Schools in Lieu of Property Taxes	166,127	988,213	822,086	83%
	SUBTOTAL - LCFF Entitlement	309,953	4,724,787	4,414,834	93%
Federal Revenue					
8181	Special Education - Entitlement	-	57,250	57,250	100%
8220	Child Nutrition Programs	-	204,441	204,441	100%
8291	Title I	-	147,067	147,067	100%
8292	Title II	-	23,695	23,695	100%
8296	Other Federal Revenue	-	22,200	22,200	100%
	SUBTOTAL - Federal Revenue	-	454,654	454,654	100%
Other State Revenue					
8319	Other State Apportionments - Prior Years	(771)	-	771	
8381	Special Education - Entitlement (State)	-	239,318	239,318	100%
8520	Child Nutrition - State	-	20,081	20,081	100%
8550	Mandated Cost Reimbursements	-	10,817	10,817	100%
8560	State Lottery Revenue	-	89,371	89,371	100%
	SUBTOTAL - Other State Revenue	(771)	359,588	360,359	100%
Local Revenue					
8634	Food Service Sales	-	425	425	100%
8682	Summer Program	-	36,748	36,748	100%
8690	Other Local Revenue	-	21,507	21,507	100%
	SUBTOTAL - Local Revenue	-	58,680	58,680	100%
Fundraising and Grants					
8801	Donations - Parents	-	550	550	100%
8802	Donations - Private	-	5,000	5,000	100%
8803	Fundraising	1,185	15,000	13,815	92%
	SUBTOTAL - Fundraising and Grants	1,185	20,550	19,365	94%
	TOTAL REVENUE	310,367	5,618,259	5,307,891	94%

MSA-2
Income Statement
As of Aug FY2018

		YTD	Budget			
		Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	NOTES
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1100	Teachers Salaries	155,696	1,400,113	1,244,416	89%	
1300	Certificated Supervisor & Administrator Salaries	52,781	556,444	503,664	91%	
SUBTOTAL - Certificated Salaries		208,477	1,956,557	1,748,080	89%	
Classified Salaries						
2400	Classified Clerical & Office Salaries	19,838	153,750	133,912	87%	
2900	Classified Other Salaries	23,395	168,000	144,605	86%	
SUBTOTAL - Classified Salaries		43,233	321,750	278,517	87%	
Employee Benefits						
3100	STRS	30,049	275,743	245,694	89%	
3200	PERS	6,559	49,971	43,412	87%	
3300	OASDI-Medicare-Alternative	6,323	55,815	49,492	89%	
3400	Health & Welfare Benefits	54,435	420,974	366,538	87%	
3500	Unemployment Insurance	153	4,139	3,987	96%	
3600	Workers Comp Insurance	2,790	25,654	22,864	89%	
3900	Other Employee Benefits	-	308	308	100%	
SUBTOTAL - Employee Benefits		100,309	832,603	732,294	88%	
Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	10,944	20,000	9,056		
4320	Educational Software	18,666	35,000	16,334	47%	
4325	Instructional Materials & Supplies	-	25,000	25,000	100%	
4326	Art & Music Supplies	67	-	(67)		No budget in this line item - Budget transfer will be made from other 4000 expense
4330	Office Supplies	2,042	5,000	2,958	59%	
4345	Non Instructional Student Materials & Supplies	-	9,500	9,500	100%	
4400	Noncapitalized Equipment	-	25,000	25,000	100%	
4410	Classroom Furniture, Equipment & Supplies	-	7,000	7,000		
4420	Computers (individual items less than \$5k)	-	7,000	7,000	100%	
4430	Non Classroom Related Furniture, Equipment & Supplies	-	10,000	10,000	100%	
4700	Food	-	247,442	247,442	100%	
4710	Student Food Services	-	-	-		
4720	Other Food	-	10,000	10,000	100%	
SUBTOTAL - Books and Supplies		31,719	400,942	369,223	92%	

MSA-2
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	-	6,000	6,000	100%	
5215 Travel - Mileage, Parking, Tolls	-	2,500	2,500	100%	
5300 Dues & Memberships	970	6,000	5,030	84%	
5450 Insurance - Other	6,306	23,664	17,358	73%	
5500 Operations & Housekeeping	198	-	(198)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5605 Equipment Leases	1,236	13,390	12,154	91%	
5610 Rent	-	24,000	24,000	100%	
5611 Prop 39 Related Costs	-	149,352	149,352	100%	
5615 Repairs and Maintenance - Building	-	5,000	5,000	100%	
5803 Accounting Fees	-	8,000	8,000	100%	
5809 Banking Fees	215	1,030	815	79%	
5813 School Programs - After School Program	-	1,653	1,653	100%	
5814 School Programs - Academic Competitions	3,451	1,557	(1,894)	-122%	<i>Ok - Budget transfer will be made from other 5000 expense</i>
5819 School Programs - Other	-	6,180	6,180	100%	
5820 Consultants - Non Instructional	-	23,000	23,000	100%	
5822 Other Professional Services	23,749	84,714	60,965	72%	
5824 District Oversight Fees	-	47,248	47,248	100%	
5830 Field Trips Expenses	483	20,600	20,117	98%	
5845 Legal Fees	3,530	20,000	16,470	82%	
5851 Marketing and Student Recruiting	1,610	24,720	23,110	93%	
5857 Payroll Fees	2,989	21,967	18,978	86%	
5858 CMO Fees Expense	174,595	1,047,567	872,973	83%	
5861 Prior Yr Exp (not accrued)	12,377	-	(12,377)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5863 Professional Development	-	35,000	35,000	100%	
5864 Professional Development - Tuition Reimbursement	-	50,500	50,500	100%	
5869 Special Education Contract Instructors	(5,000)	150,000	155,000	103%	
5872 Special Education Encroachment	-	20,122	20,122	100%	
5884 Substitutes	-	48,000	48,000	100%	
5887 Technology Services	10,054	72,250	62,196	86%	
5898 Bad Debt Expense	(1)	-	1		
5900 Communications	20	3,000	2,980	99%	
5915 Postage and Delivery	2,166	6,781	4,615	68%	
SUBTOTAL - Services & Other Operating Exp.	238,947	1,923,796	1,684,848	88%	

MSA-2
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
Capital Outlay & Depreciation				
6900 Depreciation	9,392	51,413	42,022	82%
SUBTOTAL - Capital Outlay & Depreciation	9,392	51,413	42,022	82%
Other Outflows				
SUBTOTAL - Other Outflows	-	-	-	
TOTAL EXPENSES	632,077	5,487,060	4,854,984	88%

NOTES

MSA-3
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	309,484	4,463,366	4,153,882	
Federal Revenue	-	485,007	485,007	
Other State Revenues	(763)	447,300	448,063	
Local Revenues	700	40,578	39,878	
Fundraising and Grants	-	19,617	19,617	
Total Revenue	309,421	5,455,868	5,146,447	
Expenses				
Compensation and Benefits	337,178	2,824,322	2,487,144	
Books and Supplies	42,539	434,314	391,776	
Services and Other Operating Expenditures	226,363	2,058,008	1,831,645	
Depreciation	6,365	19,096	12,731	
Other Outflows	1,160	-	(1,160)	
Total Expenses	613,605	5,335,741	4,722,136	
Operating Income	(304,184)	120,127	424,311	
Fund Balance				
Beginning Balance (Unaudited)		622,157		
Operating Income		120,127		
Ending Fund Balance		742,284		

**MSA-3
Income Statement
As of Aug FY2018**

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		90		
7-8		185		
9-12		185		
Total Enrolled		460		
ADA %				
4-6		96.1%		
7-8		96.1%		
9-12		96.1%		
Average ADA %		96.1%		
ADA				
4-6		86.5		
7-8		177.8		
9-12		177.8		
Total ADA		442.1		

MSA-3
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	143,904	2,942,837	2,798,933	95%	
8012 Education Protection Account Entitlement	-	582,279	582,279	100%	
8096 Charter Schools in Lieu of Property Taxes	165,580	938,250	772,670	82%	
SUBTOTAL - LCFF Entitlement	309,484	4,463,366	4,153,882	93%	
Federal Revenue					
8181 Special Education - Entitlement	-	57,500	57,500	100%	
8220 Child Nutrition Programs	-	242,790	242,790	100%	
8291 Title I	-	140,237	140,237	100%	
8292 Title II	-	22,280	22,280	100%	
8296 Other Federal Revenue	-	22,200	22,200	100%	
SUBTOTAL - Federal Revenue	-	485,007	485,007	100%	
Other State Revenue					
8319 Other State Apportionments - Prior Years	(763)	-	763		<i>In Lieu of Property Tax 2015</i>
8381 Special Education - Entitlement (State)	-	227,219	227,219	100%	
8520 Child Nutrition - State	-	20,725	20,725	100%	
8550 Mandated Cost Reimbursements	-	10,903	10,903	100%	
8560 State Lottery Revenue	-	84,853	84,853	100%	
8596 ASES	-	103,600	103,600	100%	
SUBTOTAL - Other State Revenue	(763)	447,300	448,063	100%	
Local Revenue					
8634 Food Service Sales	-	1,270	1,270	100%	
8682 Summer Program	-	34,158	34,158	100%	
8690 Other Local Revenue	-	5,150	5,150	100%	
8699 All Other Local Revenue	700	-	(700)		<i>City of Carson - Refund CCC Security deposit</i>
SUBTOTAL - Local Revenue	700	40,578	39,878	98%	
Fundraising and Grants					
8801 Donations - Parents	-	1,957	1,957	100%	
8802 Donations - Private	-	4,179	4,179	100%	
8803 Fundraising	-	13,481	13,481	100%	
SUBTOTAL - Fundraising and Grants	-	19,617	19,617	100%	
TOTAL REVENUE	309,421	5,455,868	5,146,447	94%	

MSA-3
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100 Teachers Salaries	124,181	1,394,762	1,270,581	91%
1300 Certificated Supervisor & Administrator Salaries	45,694	426,823	381,129	89%
SUBTOTAL - Certificated Salaries	169,875	1,821,584	1,651,709	91%
Classified Salaries				
2400 Classified Clerical & Office Salaries	22,110	145,000	122,890	85%
2900 Classified Other Salaries	45,095	183,386	138,291	75%
SUBTOTAL - Classified Salaries	67,205	328,386	261,181	80%
Employee Benefits				
3100 STRS	23,102	253,256	230,154	91%
3200 PERS	11,597	51,002	39,405	77%
3300 OASDI-Medicare-Alternative	8,901	55,659	46,758	84%
3400 Health & Welfare Benefits	51,581	285,053	233,472	82%
3500 Unemployment Insurance	144	4,075	3,931	96%
3600 Workers Comp Insurance	4,773	24,209	19,436	80%
3900 Other Employee Benefits	-	1,098	1,098	100%
SUBTOTAL - Employee Benefits	100,098	674,352	574,254	85%
Books & Supplies				
4100 Approved Textbooks & Core Curricula Materials	11,418	10,000	(1,418)	
4200 Books & Other Reference Materials	748	3,500	2,752	79%
4315 Custodial Supplies	-	300	300	100%
4320 Educational Software	14,766	17,000	2,234	13%
4325 Instructional Materials & Supplies	2,247	30,000	27,753	93%
4326 Art & Music Supplies	-	5,000	5,000	100%
4330 Office Supplies	1,631	10,000	8,369	84%
4335 PE Supplies	-	1,000	1,000	100%
4340 Professional Development Supplies	-	250	250	100%
4345 Non Instructional Student Materials & Supplies	1,380	10,000	8,620	86%
4346 Teacher Supplies	119	-	(119)	

NOTES

No budget in this line item - Budget transfer will be made from other 4000 expense

MSA-3
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
4350 Uniforms	-	5,000	5,000	100%	
4400 Noncapitalized Equipment	-	18,000	18,000	100%	
4410 Classroom Furniture, Equipment & Supplies	2,561	5,000	2,439	49%	
4420 Computers (individual items less than \$5k)	4,032	15,000	10,968	73%	
4430 Non Classroom Related Furniture, Equipment & Supplies	1,376	5,000	3,624	72%	
4700 Food	-	291,264	291,264	100%	
4710 Student Food Services	-	-	-		
4720 Other Food	2,261	8,000	5,739	72%	
SUBTOTAL - Books and Supplies	42,539	434,314	391,776	90%	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	-	3,000	3,000	100%	
5215 Travel - Mileage, Parking, Tolls	-	4,120	4,120	100%	
5220 Travel and Lodging	-	500	500	100%	
5300 Dues & Memberships	970	10,000	9,030	90%	
5450 Insurance - Other	6,320	23,497	17,177	73%	
5500 Operations & Housekeeping	81	5,000	4,919	98%	No budget in this line item - Budget transfer will be made from
5605 Equipment Leases	1,070	15,600	14,530	93%	
5611 Prop 39 Related Costs	3,874	318,990	315,116	99%	
5615 Repairs and Maintenance - Building	43	10,500	10,457	100%	
5617 Repairs and Maintenance - Other Equipment	1,681	1,500	(181)	-12%	
5803 Accounting Fees	-	10,300	10,300	100%	
5809 Banking Fees	-	500	500	100%	
5813 School Programs - After School Program	-	103,600	103,600	100%	
5814 School Programs - Academic Competitions	-	800	800	100%	Ok - Budget transfer will be made from other 5000 expense
5819 School Programs - Other	290	20,000	19,710	99%	
5820 Consultants - Non Instructional	-	25,000	25,000	100%	
5822 Other Professional Services	24,912	117,596	92,684	79%	
5824 District Oversight Fees	-	44,634	44,634	100%	
5830 Field Trips Expenses	-	20,000	20,000	100%	
5833 Fines and Penalties	10	-	(10)		No budget in this line item - Budget transfer will be made from other 5000 expense
5845 Legal Fees	-	20,000	20,000	100%	
5851 Marketing and Student Recruiting	189	15,450	15,261	99%	
5857 Payroll Fees	2,829	24,720	21,891	89%	
5858 CMO Fees Expense	158,226	949,358	791,131	83%	
5861 Prior Yr Exp (not accrued)	2,842	-	(2,842)		No budget in this line item - Budget transfer will be made from other 5000 expense

MSA-3
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
5863 Professional Development	190	51,000	50,810	100%	
5864 Professional Development - Tuition Reimbursement	3,000	13,000	10,000	77%	
5869 Special Education Contract Instructors	-	60,255	60,255	100%	
5872 Special Education Encroachment	-	19,293	19,293	100%	
5875 Staff Recruiting	-	300	300	100%	
5884 Substitutes	14,881	85,000	70,120	82%	
5887 Technology Services	2,333	74,800	72,467	97%	
5898 Bad Debt Expense	0	-	(0)		
5900 Communications	1,616	3,000	1,385	46%	
5915 Postage and Delivery	1,007	6,695	5,688	85%	
SUBTOTAL - Services & Other Operating Exp.	226,363	2,058,008	1,831,645	89%	
Capital Outlay & Depreciation					
6900 Depreciation	6,365	19,096	12,731	67%	
SUBTOTAL - Capital Outlay & Depreciation	6,365	19,096	12,731	67%	
Other Outflows					
7999 Uncategorized Expense	1,160	-	(1,160)		
SUBTOTAL - Other Outflows	1,160	-	(1,160)		
TOTAL EXPENSES	613,605	5,335,741	4,722,136	89%	

MSA-4
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	132,366	1,875,756	1,743,390	
Federal Revenue	6,573	259,640	253,067	
Other State Revenues	18,836	150,859	132,023	
Local Revenues	900	22,035	21,135	
Fundraising and Grants	-	3,000	3,000	
Total Revenue	158,675	2,311,290	2,152,616	
Expenses				
Compensation and Benefits	119,645	1,337,560	1,217,916	
Books and Supplies	4,049	113,174	109,125	
Services and Other Operating Expenditures	51,755	789,378	737,623	
Depreciation	2,610	15,656	13,046	
Other Outflows	-	-	-	
Total Expenses	178,059	2,255,768	2,077,709	
Operating Income	(19,384)	55,522	74,906	
Fund Balance				
Beginning Balance (Unaudited)		1,035,519		
Operating Income		55,522		
Ending Fund Balance		1,091,042		

**MSA-4
Income Statement
As of Aug FY2018**

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		17		
7-8		54		
9-12		122		
Total Enrolled		193		
ADA %				
4-6		91.6%		
7-8		97.3%		
9-12		97.1%		
Average ADA %		96.7%		
ADA				
4-6		15.6		
7-8		52.5		
9-12		118.4		
Total ADA		186.5		

MSA-4
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	61,100	1,223,980	1,162,880	95%	
8012 Education Protection Account Entitlement	-	255,854	255,854	100%	
8096 Charter Schools in Lieu of Property Taxes	71,266	395,922	324,656	82%	
SUBTOTAL - LCFF Entitlement	132,366	1,875,756	1,743,390	93%	
Federal Revenue					
8181 Special Education - Entitlement	6,573	36,535	29,962	82%	
8220 Child Nutrition Programs	-	34,703	34,703	100%	
8291 Title I	-	52,532	52,532	100%	
8292 Title II	-	8,713	8,713	100%	
8296 Other Federal Revenue	-	127,158	127,158	100%	
SUBTOTAL - Federal Revenue	6,573	259,640	253,067	97%	
Other State Revenue					
8319 Other State Apportionments - Prior Years	(376)	-	376		<i>In Lieu of Property Tax 2015</i>
8381 Special Education - Entitlement (State)	19,212	106,683	87,472	82%	
8520 Child Nutrition - State	-	2,412	2,412	100%	
8550 Mandated Cost Reimbursements	-	5,958	5,958	100%	
8560 State Lottery Revenue	-	35,806	35,806	100%	
SUBTOTAL - Other State Revenue	18,836	150,859	132,023	88%	
Local Revenue					
8634 Food Service Sales	-	137	137	100%	
8682 Summer Program	-	21,898	21,898	100%	
8999 Uncategorized Revenue	900	-	(900)		
SUBTOTAL - Local Revenue	900	22,035	21,135	96%	
Fundraising and Grants					
8803 Fundraising	-	3,000	3,000	100%	
SUBTOTAL - Fundraising and Grants	-	3,000	3,000	100%	
TOTAL REVENUE	158,675	2,311,290	2,152,616	93%	

MSA-4
Income Statement
As of Aug FY2018

		YTD	Budget		
		Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100	Teachers Salaries	48,258	634,333	586,075	92%
1300	Certificated Supervisor & Administrator Salaries	27,837	296,672	268,835	91%
SUBTOTAL - Certificated Salaries		76,095	931,005	854,910	92%
Classified Salaries					
2400	Classified Clerical & Office Salaries	6,750	84,500	77,750	92%
2900	Classified Other Salaries	871	24,000	23,129	96%
SUBTOTAL - Classified Salaries		7,621	108,500	100,879	93%
Employee Benefits					
3100	STRS	10,503	131,063	120,560	92%
3200	PERS	1,121	9,940	8,819	89%
3300	OASDI-Medicare-Alternative	1,675	23,209	21,535	93%
3400	Health & Welfare Benefits	19,268	118,450	99,182	84%
3500	Unemployment Insurance	51	3,520	3,469	99%
3600	Workers Comp Insurance	3,311	11,705	8,394	72%
3900	Other Employee Benefits	-	169	169	100%
SUBTOTAL - Employee Benefits		35,928	298,055	262,127	88%
Books & Supplies					
4100	Approved Textbooks & Core Curricula Materials	-	13,000	13,000	
4320	Educational Software	2,739	15,150	12,411	82%
4325	Instructional Materials & Supplies	-	20,000	20,000	100%
4330	Office Supplies	-	5,000	5,000	100%
4345	Non Instructional Student Materials & Supplies	245	9,000	8,755	97%
4410	Classroom Furniture, Equipment & Supplies	-	5,047	5,047	100%
4700	Food	-	40,977	40,977	100%
4710	Student Food Services	-	-	-	
4720	Other Food	1,065	5,000	3,935	79%
SUBTOTAL - Books and Supplies		4,049	113,174	109,125	96%

NOTES

MSA-4
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5200 Travel & Conferences	-	4,120	4,120	100%	
5210 Conference Fees	-	5,150	5,150	100%	
5300 Dues & Memberships	970	4,434	3,464	78%	
5450 Insurance - Other	2,562	11,388	8,826	78%	
5500 Operations & Housekeeping	-	498	498	100%	
5605 Equipment Leases	1,577	15,000	13,423	89%	
5610 Rent	2,260	-	(2,260)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5611 Prop 39 Related Costs	-	147,310	147,310	100%	
5615 Repairs and Maintenance - Building	-	2,000	2,000	100%	
5803 Accounting Fees	-	8,240	8,240	100%	
5809 Banking Fees	-	530	530	100%	
5813 School Programs - After School Program	-	2,060	2,060	100%	
5814 School Programs - Academic Competitions	-	3,000	3,000	100%	
5819 School Programs - Other	-	1,545	1,545	100%	
5820 Consultants - Non Instructional	-	9,802	9,802	100%	
5822 Other Professional Services	11,832	76,854	65,022	85%	
5824 District Oversight Fees	3,290	18,758	15,468	82%	
5830 Field Trips Expenses	-	10,000	10,000	100%	
5845 Legal Fees	-	25,000	25,000	100%	
5851 Marketing and Student Recruiting	-	10,000	10,000	100%	
5857 Payroll Fees	1,062	9,888	8,826	89%	
5858 CMO Fees Expense	13,095	78,568	65,473	83%	
5861 Prior Yr Exp (not accrued)	236	-	(236)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>

MSA-4
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
		Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
5863 Professional Development	-	25,620	25,620	100%	
5864 Professional Development - Tuition Reimbursement	-	30,000	30,000	100%	
5869 Special Education Contract Instructors	-	89,610	89,610	100%	
5872 Special Education Encroachment	5,157	28,644	23,487	82%	
5884 Substitutes	-	30,000	30,000	100%	
5887 Technology Services	1,557	67,290	65,733	98%	
5893 Transportation - Student	6,145	69,010	62,865	91%	
5898 Bad Debt Expense	1	-	(1)		
5900 Communications	2,012	3,000	988	33%	
5915 Postage and Delivery	-	2,060	2,060	100%	
SUBTOTAL - Services & Other Operating Exp.	51,755	789,378	737,623	93%	
Capital Outlay & Depreciation					
6900 Depreciation	2,610	15,656	13,046	83%	
SUBTOTAL - Capital Outlay & Depreciation	2,610	15,656	13,046	83%	
Other Outflows					
SUBTOTAL - Other Outflows	-	-	-		
TOTAL EXPENSES	178,059	2,255,768	2,077,709	92%	

MSA-5
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	122,034	1,939,936	1,817,902	
Federal Revenue	6,211	226,461	220,250	
Other State Revenues	17,970	180,136	162,166	
Local Revenues	-	28,536	28,536	
Fundraising and Grants	-	1,000	1,000	
Total Revenue	146,214	2,376,069	2,229,855	
Expenses				
Compensation and Benefits	152,635	1,399,666	1,247,030	
Books and Supplies	17,392	225,109	207,717	
Services and Other Operating Expenditures	56,938	675,372	618,434	
Depreciation	-	11,400	11,400	
Other Outflows	2,042	-	(2,042)	
Total Expenses	229,007	2,311,546	2,082,539	
Operating Income	(82,793)	64,523	147,316	
Fund Balance				
Beginning Balance (Unaudited)		1,381,319		
Operating Income		64,523		
Ending Fund Balance		1,445,842		

**MSA-5
Income Statement
As of Aug FY2018**

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		50		
7-8		105		
9-12		55		
Total Enrolled		210		
ADA %				
4-6		95.1%		
7-8		94.0%		
9-12		93.8%		
Average ADA %		94.2%		
ADA				
4-6		47.6		
7-8		98.7		
9-12		51.6		
Total ADA		197.8		

NOTES

MSA-5
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	54,699	1,260,016	1,205,317	96%	
8012 Education Protection Account Entitlement	-	260,027	260,027	100%	
8096 Charter Schools in Lieu of Property Taxes	67,335	419,893	352,558	84%	
SUBTOTAL - LCFF Entitlement	122,034	1,939,936	1,817,902	94%	
Federal Revenue					
8181 Special Education - Entitlement	6,211	38,747	32,537	84%	
8291 Title I	-	83,269	83,269	100%	
8292 Title II	-	7,948	7,948	100%	
8296 Other Federal Revenue	-	96,497	96,497	100%	
SUBTOTAL - Federal Revenue	6,211	226,461	220,250	97%	
Other State Revenue					
8319 Other State Apportionments - Prior Years	(182)	-	182		<i>In Lieu of Property Tax 2015</i>
8381 Special Education - Entitlement (State)	18,152	113,142	94,991	84%	
8550 Mandated Cost Reimbursements	-	2,932	2,932	100%	
8560 State Lottery Revenue	-	37,974	37,974	100%	
8596 ASES	-	26,088	26,088	100%	
SUBTOTAL - Other State Revenue	17,970	180,136	162,166	90%	
Local Revenue					
8682 Summer Program	-	17,178	17,178	100%	
8690 Other Local Revenue	-	11,358	11,358	100%	
SUBTOTAL - Local Revenue	-	28,536	28,536	100%	
Fundraising and Grants					
8803 Fundraising	-	1,000	1,000	100%	
SUBTOTAL - Fundraising and Grants	-	1,000	1,000	100%	
TOTAL REVENUE	146,214	2,376,069	2,229,855	94%	

MSA-5
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100 Teachers Salaries	56,996	732,541	675,545	92%
1300 Certificated Supervisor & Administrator Salaries	28,917	165,000	136,083	82%
SUBTOTAL - Certificated Salaries	85,913	897,541	811,628	90%
Classified Salaries				
2400 Classified Clerical & Office Salaries	14,123	72,466	58,343	81%
2900 Classified Other Salaries	4,201	40,950	36,749	90%
SUBTOTAL - Classified Salaries	18,324	113,416	95,092	84%
Employee Benefits				
3100 STRS	12,354	124,318	111,964	90%
3200 PERS	2,807	17,615	14,807	84%
3300 OASDI-Medicare-Alternative	2,646	23,924	21,278	89%
3400 Health & Welfare Benefits	27,626	206,568	178,943	87%
3500 Unemployment Insurance	(264)	3,505	3,769	108%
3600 Workers Comp Insurance	3,230	11,383	8,153	72%
3900 Other Employee Benefits	-	1,395	1,395	100%
SUBTOTAL - Employee Benefits	48,399	388,709	340,310	88%
Books & Supplies				
4100 Approved Textbooks & Core Curricula Materials	-	22,000	22,000	100%
4200 Books & Other Reference Materials	-	5,500	5,500	100%
4315 Custodial Supplies	-	1,000	1,000	100%
4320 Educational Software	9,076	45,000	35,924	80%
4325 Instructional Materials & Supplies	6,780	11,000	4,220	38%
4330 Office Supplies	1,536	5,000	3,464	69%
4345 Non Instructional Student Materials & Supplies	-	5,000	5,000	100%
4400 Noncapitalized Equipment	-	6,000	6,000	100%
4410 Classroom Furniture, Equipment & Supplies	-	1,030	1,030	100%
4430 Non Classroom Related Furniture, Equipment & Supplies	-	7,000	7,000	100%
4700 Food	-	112,579	112,579	100%
4720 Other Food	-	4,000	4,000	100%
SUBTOTAL - Books and Supplies	17,392	225,109	207,717	92%

NOTES

MSA-5
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5200 Travel & Conferences	-	5,000	5,000	100%	
5210 Conference Fees	-	5,000	5,000	100%	
5215 Travel - Mileage, Parking, Tolls	-	1,000	1,000	100%	
5300 Dues & Memberships	970	5,000	4,030	81%	
5450 Insurance - Other	3,586	7,214	3,628	50%	
5605 Equipment Leases	533	6,600	6,067	92%	
5611 Prop 39 Related Costs	-	150,132	150,132	100%	
5615 Repairs and Maintenance - Building	-	10,000	10,000	100%	
5617 Repairs and Maintenance - Other Equipment	-	3,470	3,470	100%	
5803 Accounting Fees	-	5,783	5,783	100%	
5809 Banking Fees	-	424	424	100%	
5813 School Programs - After School Program	-	26,088	26,088	100%	
5814 School Programs - Academic Competitions	-	639	639	100%	
5819 School Programs - Other	-	391	391	100%	
5820 Consultants - Non Instructional	-	30,000	30,000	100%	
5822 Other Professional Services	26,262	26,000	(262)	-1%	<i>Ok - Budget transfer will be made from other 5000 expense</i>
5824 District Oversight Fees	2,973	19,399	16,426	85%	
5830 Field Trips Expenses	-	5,000	5,000	100%	
5845 Legal Fees	-	25,000	25,000	100%	
5851 Marketing and Student Recruiting	-	10,000	10,000	100%	
5857 Payroll Fees	1,141	8,000	6,859	86%	
5858 CMO Fees Expense	13,095	78,568	65,473	83%	
5861 Prior Yr Exp (not accrued)	373	-	(373)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5863 Professional Development	-	37,100	37,100	100%	
5864 Professional Development - Tuition Reimbursement	-	22,500	22,500	100%	
5869 Special Education Contract Instructors	-	75,184	75,184	100%	
5872 Special Education Encroachment	4,873	30,378	25,505	84%	
5875 Staff Recruiting	-	2,000	2,000	100%	
5884 Substitutes	-	15,000	15,000	100%	
5887 Technology Services	2,254	59,500	57,246	96%	
5898 Bad Debt Expense	-	0	0		
5900 Communications	678	3,000	2,322	77%	
5915 Postage and Delivery	201	2,000	1,799	90%	
SUBTOTAL - Services & Other Operating Exp.	56,938	675,372	618,434	92%	

**MSA-5
Income Statement
As of Aug FY2018**

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
Capital Outlay & Depreciation				
6900 Depreciation	-	11,400	11,400	100%
SUBTOTAL - Capital Outlay & Depreciation	-	11,400	11,400	100%
Other Outflows				
7999 Uncategorized Expense	2,042	-	(2,042)	
SUBTOTAL - Other Outflows	2,042	-	(2,042)	
TOTAL EXPENSES	229,007	2,311,546	2,082,539	90%

NOTES

MSA-6
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	116,300	1,574,417	1,458,117	
Federal Revenue	6,032	170,405	164,373	
Other State Revenues	17,631	220,619	202,989	
Local Revenues	1,200	-	(1,200)	
Fundraising and Grants	2,355	15,000	12,645	
Total Revenue	143,518	1,980,442	1,836,924	
Expenses				
Compensation and Benefits	129,950	1,173,022	1,043,072	
Books and Supplies	17,554	127,250	109,696	
Services and Other Operating Expenditures	71,039	509,765	438,727	
Depreciation	3,296	28,726	25,430	
Other Outflows	1,037	-	(1,037)	
Total Expenses	222,876	1,838,764	1,615,887	
Operating Income	(79,358)	141,678	221,036	
Fund Balance				
Beginning Balance (Unaudited)		1,252,953		
Operating Income		141,678		
Ending Fund Balance		1,394,631		

**MSA-6
Income Statement
As of Aug FY2018**

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		60		
7-8		114		
Total Enrolled		174		
ADA %				
4-6		97.0%		
7-8		97.0%		
Average ADA %		97.0%		
ADA				
4-6		58.2		
7-8		110.6		
Total ADA		168.8		

MSA-6
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	50,898	1,004,648	953,750	95%	
8012 Education Protection Account Entitlement	-	211,542	211,542	100%	
8096 Charter Schools in Lieu of Property Taxes	65,402	358,227	292,825	82%	
SUBTOTAL - LCFF Entitlement	116,300	1,574,417	1,458,117	93%	
Federal Revenue					
8181 Special Education - Entitlement	6,032	33,057	27,025	82%	
8220 Child Nutrition Programs	-	54,279	54,279	100%	
8291 Title I	-	52,283	52,283	100%	
8292 Title II	-	8,586	8,586	100%	
8296 Other Federal Revenue	-	22,200	22,200	100%	
SUBTOTAL - Federal Revenue	6,032	170,405	164,373	96%	
Other State Revenue					
8381 Special Education - Entitlement (State)	17,631	96,526	78,895	82%	
8520 Child Nutrition - State	-	3,800	3,800	100%	
8545 School Facilities Apportionments	-	85,500	85,500	100%	
8550 Mandated Cost Reimbursements	-	2,397	2,397	100%	
8560 State Lottery Revenue	-	32,397	32,397	100%	
SUBTOTAL - Other State Revenue	17,631	220,619	202,989	92%	
Local Revenue					
8690 Other Local Revenue	1,200	-	(1,200)		Commission for vending machine
SUBTOTAL - Local Revenue	1,200	-	(1,200)		
Fundraising and Grants					
8802 Donations - Private	2,600	5,000	2,400	48%	
8803 Fundraising	(245)	10,000	10,245	102%	
SUBTOTAL - Fundraising and Grants	2,355	15,000	12,645	84%	
TOTAL REVENUE	143,518	1,980,442	1,836,924	93%	

MSA-6
Income Statement
As of Aug FY2018

		YTD	Budget			
		Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	NOTES
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1100	Teachers Salaries	45,600	406,727	361,127	89%	
1300	Certificated Supervisor & Administrator Salaries	32,682	311,075	278,393	89%	
SUBTOTAL - Certificated Salaries		78,282	717,802	639,520	89%	
Classified Salaries						
2400	Classified Clerical & Office Salaries	5,472	120,575	115,103	95%	
2900	Classified Other Salaries	5,162	19,200	14,038	73%	
SUBTOTAL - Classified Salaries		10,634	139,775	129,141	92%	
Employee Benefits						
3100	STRS	11,296	101,450	90,154	89%	
3200	PERS	1,584	15,496	13,912	90%	
3300	OASDI-Medicare-Alternative	1,949	22,015	20,067	91%	
3400	Health & Welfare Benefits	16,839	157,651	140,811	89%	
3500	Unemployment Insurance	44	3,429	3,384	99%	
3600	Workers Comp Insurance	3,699	9,656	5,957	62%	
3700	Retiree Benefits	5,622	-	(5,622)		STRS payment - EdTec will reclass to offset liability
3900	Other Employee Benefits	-	5,748	5,748	100%	
SUBTOTAL - Employee Benefits		41,034	315,445	274,411	87%	
Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	3,510	25,000	21,490	86%	
4200	Books & Other Reference Materials	-	1,030	1,030	100%	
4320	Educational Software	9,076	14,420	5,344	37%	
4325	Instructional Materials & Supplies	2,850	4,740	1,890	40%	
4330	Office Supplies	444	5,000	4,556	91%	
4335	PE Supplies	-	2,060	2,060	100%	
4345	Non Instructional Student Materials & Supplies	-	2,575	2,575	100%	
4346	Teacher Supplies	1,099	1,030	(69)	-7%	Ok - Budget transfer will be made from other 4000 expense
4400	Noncapitalized Equipment	-	1,000	1,000	100%	
4410	Classroom Furniture, Equipment & Supplies	-	2,060	2,060	100%	
4430	Non Classroom Related Furniture, Equipment & Supplies	576	-	(576)		No budget in this line item - Budget transfer will be made from other 5000 expense
4700	Food	-	66,790	66,790	100%	
4720	Other Food	-	1,545	1,545	100%	
SUBTOTAL - Books and Supplies		17,554	127,250	109,696	86%	

MSA-6
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	-	1,030	1,030	100%	
5215 Travel - Mileage, Parking, Tolls	-	1,500	1,500	100%	
5300 Dues & Memberships	-	1,881	1,881	100%	
5450 Insurance - Other	2,448	10,133	7,685	76%	
5500 Operations & Housekeeping	-	4,120	4,120	100%	
5510 Utilities - Gas and Electric	38	7,700	7,662	100%	
5605 Equipment Leases	456	4,944	4,488	91%	
5610 Rent	28,500	114,000	85,500	75%	
5615 Repairs and Maintenance - Building	-	17,060	17,060	100%	
5803 Accounting Fees	-	4,635	4,635	100%	
5809 Banking Fees	-	515	515	100%	
5819 School Programs - Other	-	3,000	3,000	100%	
5820 Consultants - Non Instructional	-	8,240	8,240	100%	
5822 Other Professional Services	4,038	27,596	23,558	85%	
5824 District Oversight Fees	2,794	15,744	12,950	82%	
5830 Field Trips Expenses	-	10,300	10,300	100%	
5845 Legal Fees	-	5,000	5,000	100%	
5851 Marketing and Student Recruiting	1,077	18,540	17,463	94%	
5857 Payroll Fees	1,565	10,403	8,838	85%	
5858 CMO Fees Expense	19,642	78,568	58,926	75%	
5861 Prior Yr Exp (not accrued)	666	-	(666)		No budget in this line item - Budget transfer will be made from other 5000 expense
5863 Professional Development	-	15,000	15,000	100%	
5864 Professional Development - Tuition Reimbursement	-	25,000	25,000	100%	
5869 Special Education Contract Instructors	-	35,000	35,000	100%	
5872 Special Education Encroachment	4,733	25,917	21,184	82%	
5884 Substitutes	-	15,000	15,000	100%	
5887 Technology Services	2,472	41,820	39,348	94%	
5898 Bad Debt Expense	-	0	0		
5900 Communications	2,610	3,000	390	13%	
5915 Postage and Delivery	-	4,120	4,120	100%	
SUBTOTAL - Services & Other Operating Exp.	71,039	509,765	438,727	86%	
Capital Outlay & Depreciation					
6900 Depreciation	3,296	28,726	25,430	89%	
SUBTOTAL - Capital Outlay & Depreciation	3,296	28,726	25,430	89%	
Other Outflows					
7999 Uncategorized Expense	1,037	-	(1,037)		
SUBTOTAL - Other Outflows	1,037	-	(1,037)		
TOTAL EXPENSES	222,876	1,838,764	1,615,887	88%	

MSA-7
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	193,555	2,658,045	2,464,490	
Federal Revenue	9,976	235,853	225,877	
Other State Revenues	29,155	564,241	535,086	
Local Revenues	1,231	53,168	51,937	
Fundraising and Grants	595	11,000	10,405	
Total Revenue	234,512	3,522,307	3,287,795	
Expenses				
Compensation and Benefits	189,177	1,682,985	1,501,810	
Books and Supplies	27,401	188,317	160,916	
Services and Other Operating Expenditures	311,831	1,551,087	1,239,256	
Depreciation	(4,621)	45,159	41,778	
Other Outflows	-	-	-	
Total Expenses	523,788	3,467,548	2,943,761	
Operating Income	(289,275)	54,759	344,034	
Fund Balance				
Beginning Balance (Unaudited)		1,018,194		
Operating Income		54,759		
Ending Fund Balance		1,072,953		

NOTES

MSA-7
Income Statement
As of Aug FY2018

YTD	Budget		
Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining

NOTES

KEY ASSUMPTIONS

Enrollment Summary

K-3	165
4-6	130
Total Enrolled	295

ADA %

K-3	96.0%
4-6	96.0%
Average ADA %	96.0%

ADA

K-3	158.4
4-6	124.8
Total ADA	283.2

MSA-7
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	85,403	1,713,079	1,627,676	95%	
8012 Education Protection Account Entitlement	-	343,888	343,888	100%	
8096 Charter Schools in Lieu of Property Taxes	108,152	601,078	492,926	82%	
SUBTOTAL - LCFF Entitlement	193,555	2,658,045	2,464,490	93%	
Federal Revenue					
8181 Special Education - Entitlement	9,976	55,467	45,491	82%	
8220 Child Nutrition Programs	-	78,624	78,624	100%	
8291 Title I	-	72,015	72,015	100%	
8292 Title II	-	13,491	13,491	100%	
8296 Other Federal Revenue	-	16,256	16,256	100%	
SUBTOTAL - Federal Revenue	9,976	235,853	225,877	96%	
Other State Revenue					
8381 Special Education - Entitlement (State)	29,155	161,963	132,808	82%	
8520 Child Nutrition - State	-	6,152	6,152	100%	
8545 School Facilities Apportionments	-	187,802	187,802	100%	
8550 Mandated Cost Reimbursements	-	3,963	3,963	100%	
8560 State Lottery Revenue	-	54,360	54,360	100%	
8596 ASES	-	150,000	150,000	100%	
SUBTOTAL - Other State Revenue	29,155	564,241	535,086	95%	
Local Revenue					
8634 Food Service Sales	1,231	10,560	9,330	88%	
8682 Summer Program	-	26,848	26,848	100%	
8690 Other Local Revenue	-	15,759	15,759	100%	
SUBTOTAL - Local Revenue	1,231	53,168	51,937	98%	
Fundraising and Grants					
8802 Donations - Private	-	1,000	1,000	100%	
8803 Fundraising	595	10,000	9,405	94%	
SUBTOTAL - Fundraising and Grants	595	11,000	10,405	95%	
TOTAL REVENUE	234,512	3,522,307	3,287,795	93%	

MSA-7
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	78,386	859,400	781,014	91%	
1300 Certificated Supervisor & Administrator Salaries	26,853	160,000	133,147	83%	
SUBTOTAL - Certificated Salaries	105,240	1,019,400	914,161	90%	
Classified Salaries					
2400 Classified Clerical & Office Salaries	13,746	79,040	65,294	83%	
2900 Classified Other Salaries	12,451	175,303	162,852	93%	
SUBTOTAL - Classified Salaries	26,197	254,343	228,146	90%	
Employee Benefits					
3100 STRS	15,143	136,082	120,939	89%	
3200 PERS	3,829	38,725	34,896	90%	
3300 OASDI-Medicare-Alternative	3,526	38,972	35,446	91%	
3400 Health & Welfare Benefits	14,922	177,244	162,322	92%	
3500 Unemployment Insurance	66	3,637	3,571	98%	
3600 Workers Comp Insurance	6,077	14,342	8,265	58%	
3700 Retiree Benefits	6,175	-	(6,175)		STRS payment - EdTec will reclass to offset
3900 Other Employee Benefits	-	238	238	100%	
SUBTOTAL - Employee Benefits	49,738	409,241	359,503	88%	
Books & Supplies					
4100 Approved Textbooks & Core Curricula Materials	18,593	22,000	3,407	15%	
4200 Books & Other Reference Materials	229	1,000	771	77%	
4315 Custodial Supplies	-	8,000	8,000	100%	
4320 Educational Software	5,499	12,149	6,650	55%	
4325 Instructional Materials & Supplies	110	10,871	10,761	99%	
4326 Art & Music Supplies	20	5,000	4,980	100%	
4330 Office Supplies	946	5,000	4,054	81%	
4335 PE Supplies	-	2,000	2,000	100%	
4340 Professional Development Supplies	-	-	-		
4345 Non Instructional Student Materials & Supplies	-	1,500	1,500	100%	
4346 Teacher Supplies	79	2,400	2,321	97%	
4351 Yearbook	-	760	760	100%	
4410 Classroom Furniture, Equipment & Supplies	664	2,991	2,327	78%	

MSA-7
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
4420 Computers (individual items less than \$5k)	758	-	(758)		<i>No budget in this line item - Budget transfer will be made from other 4000 expense</i>
4430 Non Classroom Related Furniture, Equipment & Supplies	-	3,009	3,009	100%	
4700 Food	-	109,638	109,638	100%	
4710 Student Food Services	-	-	-		
4720 Other Food	501	2,000	1,499	75%	
SUBTOTAL - Books and Supplies	27,401	188,317	160,916	85%	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	-	1,000	1,000	100%	
5215 Travel - Mileage, Parking, Tolls	210	1,000	790	79%	
5220 Travel and Lodging	-	1,272	1,272	100%	
5300 Dues & Memberships	710	9,000	8,290	92%	
5450 Insurance - Other	4,114	17,141	13,027	76%	
5500 Operations & Housekeeping	305	10,000	9,695	97%	
5510 Utilities - Gas and Electric	4,172	61,248	57,076	93%	
5605 Equipment Leases	227	8,400	8,173	97%	
5610 Rent	68,608	270,035	201,427	75%	
5615 Repairs and Maintenance - Building	5,213	20,000	14,787	74%	
5617 Repairs and Maintenance - Other Equipment	-	1,000	1,000	100%	
5803 Accounting Fees	-	10,300	10,300	100%	
5809 Banking Fees	(154)	3,000	3,154	105%	
5813 School Programs - After School Program	-	150,000	150,000	100%	
5814 School Programs - Academic Competitions	-	1,000	1,000	100%	
5819 School Programs - Other	-	4,000	4,000	100%	
5820 Consultants - Non Instructional	-	8,584	8,584	100%	
5822 Other Professional Services	36,572	17,596	(18,976)	-108%	<i>Ok - Budget transfer will be made from other 5000 expense</i>
5824 District Oversight Fees	4,654	26,580	21,926	82%	
5830 Field Trips Expenses	-	5,000	5,000	100%	
5845 Legal Fees	-	6,000	6,000	100%	
5851 Marketing and Student Recruiting	-	1,000	1,000	100%	
5857 Payroll Fees	2,459	14,420	11,961	83%	
5858 CMO Fees Expense	163,682	654,729	491,047	75%	
5861 Prior Yr Exp (not accrued)	4,825	-	(4,825)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5863 Professional Development	-	4,000	4,000	100%	
5864 Professional Development - Tuition Reimbursement	-	14,200	14,200	100%	

MSA-7
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
5869 Special Education Contract Instructors	-	114,324	114,324	100%	
5872 Special Education Encroachment	7,826	43,486	35,660	82%	
5884 Substitutes	-	25,000	25,000	100%	
5887 Technology Services	7,297	40,170	32,873	82%	
5899 Miscellaneous Operating Expenses	-	0	0	100%	
5900 Communications	-	4,000	4,000	100%	
5915 Postage and Delivery	1,110	3,600	2,490	69%	
SUBTOTAL - Services & Other Operating Exp.	311,831	1,551,087	1,239,256	80%	
Capital Outlay & Depreciation					
6900 Depreciation	3,381	45,159	41,778	93%	
SUBTOTAL - Capital Outlay & Depreciation	3,381	45,159	41,778	93%	
Other Outflows					
SUBTOTAL - Other Outflows	-	-	-		
TOTAL EXPENSES	523,787	3,467,548	2,943,761	85%	

MSA-8
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining		% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	335,584	4,656,757	4,321,173	
Federal Revenue	17,114	304,497	287,383	
Other State Revenues	50,017	528,197	478,181	
Local Revenues	-	34,273	34,273	
Fundraising and Grants	4,726	20,000	15,274	
Total Revenue	407,440	5,543,724	5,136,284	
Expenses				
Compensation and Benefits	290,332	2,782,961	2,492,629	
Books and Supplies	43,926	426,715	382,789	
Services and Other Operating Expenditures	236,955	2,090,297	1,853,342	
Depreciation	11,301	96,064	84,763	
Other Outflows	-	-	-	
Total Expenses	582,514	5,396,037	4,813,523	
Operating Income	(175,074)	147,687	322,761	
Fund Balance				
Beginning Balance (Unaudited)		3,333,071		
Operating Income		147,687		
Ending Fund Balance		3,480,758		

MSA-8
Income Statement
As of Aug FY2018

	YTD	Budget		NOTES
	Actual YTD	Approved Budget	Budget Remaining	
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		165		
7-8		330		
Total Enrolled		495		
ADA %				
4-6		98.2%		
7-8		98.2%		
Average ADA %		98.2%		
ADA				
4-6		162.1		
7-8		324.1		
Total ADA		486.2		

MSA-8
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	150,046	3,013,672	2,863,626	95%	
8012 Education Protection Account Entitlement	-	611,114	611,114	100%	
8096 Charter Schools in Lieu of Property Taxes	185,538	1,031,971	846,433	82%	
SUBTOTAL - LCFF Entitlement	335,584	4,656,757	4,321,173	93%	
Federal Revenue					
8181 Special Education - Entitlement	17,114	95,230	78,116	82%	
8291 Title I	-	181,156	181,156	100%	
8292 Title II	-	28,111	28,111	100%	
SUBTOTAL - Federal Revenue	17,114	304,497	287,383	94%	
Other State Revenue					
8381 Special Education - Entitlement (State)	50,017	278,070	228,053	82%	
8550 Mandated Cost Reimbursements	-	6,799	6,799	100%	
8560 State Lottery Revenue	-	93,329	93,329	100%	
8596 ASES	-	150,000	150,000	100%	
SUBTOTAL - Other State Revenue	50,017	528,197	478,181	91%	
Local Revenue					
8682 Summer Program	-	34,273	34,273	100%	
SUBTOTAL - Local Revenue	-	34,273	34,273	100%	
Fundraising and Grants					
8803 Fundraising	4,726	20,000	15,274	76%	
SUBTOTAL - Fundraising and Grants	4,726	20,000	15,274	76%	
TOTAL REVENUE	407,440	5,543,724	5,136,284	93%	

MSA-8
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	111,460	1,470,435	1,358,975	92%	
1300 Certificated Supervisor & Administrator Salaries	37,505	313,320	275,815	88%	
SUBTOTAL - Certificated Salaries	148,965	1,783,755	1,634,790	92%	
Classified Salaries					
2400 Classified Clerical & Office Salaries	22,109	128,378	106,269	83%	
2900 Classified Other Salaries	22,964	207,251	184,287	89%	
SUBTOTAL - Classified Salaries	45,073	335,628	290,555	87%	
Employee Benefits					
3100 STRS	22,218	247,439	225,222	91%	
3200 PERS	5,931	52,126	46,195	89%	
3300 OASDI-Medicare-Alternative	5,235	55,818	50,583	91%	
3400 Health & Welfare Benefits	43,576	279,968	236,392	84%	
3500 Unemployment Insurance	97	4,060	3,963	98%	
3600 Workers Comp Insurance	10,153	23,864	13,711	57%	
3700 Retiree Benefits	9,084	-	(9,084)		STRS payment - EdTec will reclass to offset liability
3900 Other Employee Benefits	-	302	302	100%	
SUBTOTAL - Employee Benefits	96,294	663,577	567,283	85%	

MSA-8
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
Books & Supplies					
4100 Approved Textbooks & Core Curricula Materials	25,333	50,000	24,667	49%	
4200 Books & Other Reference Materials	-	1,000	1,000	100%	
4320 Educational Software	13,527	20,000	6,473	32%	
4325 Instructional Materials & Supplies	-	40,000	40,000	100%	
4326 Art & Music Supplies	-	7,500	7,500	100%	
4330 Office Supplies	1,891	6,700	4,809	72%	
4335 PE Supplies	-	2,500	2,500	100%	
4345 Non Instructional Student Materials & Supplies	-	5,000	5,000	100%	
4346 Teacher Supplies	56	5,000	4,944	99%	
4350 Uniforms	-	515	515	100%	
4351 Yearbook	-	1,500	1,500	100%	
4400 Noncapitalized Equipment	230	11,000	10,770	98%	
4410 Classroom Furniture, Equipment & Supplies	2,651	1,000	(1,651)	-165%	<i>Ok - Budget transfer will be made from other 4000 expense</i>
4420 Computers (individual items less than \$5k)	-	15,000	15,000	100%	
4430 Non Classroom Related Furniture, Equipment & Supplies	-	5,000	5,000	100%	
4700 Food	-	250,000	250,000	100%	
4710 Student Food Services	-	-	-		
4720 Other Food	237	5,000	4,763	95%	
SUBTOTAL - Books and Supplies	43,926	426,715	382,789	90%	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	-	10,000	10,000	100%	
5215 Travel - Mileage, Parking, Tolls	-	5,000	5,000	100%	
5220 Travel and Lodging	-	10,000	10,000	100%	
5300 Dues & Memberships	970	7,500	6,530	87%	
5450 Insurance - Other	7,090	25,859	18,769	73%	
5500 Operations & Housekeeping	69	35,000	34,931	100%	

MSA-8
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
5605 Equipment Leases	1,130	50,000	48,870	98%	
5611 Prop 39 Related Costs	-	235,830	235,830	100%	
5617 Repairs and Maintenance - Other Equipment	-	3,000	3,000	100%	
5803 Accounting Fees	-	15,450	15,450	100%	
5809 Banking Fees	-	500	500	100%	
5813 School Programs - After School Program	-	150,000	150,000	100%	
5819 School Programs - Other	80	515	435	84%	
5820 Consultants - Non Instructional	-	13,000	13,000	100%	
5822 Other Professional Services	21,570	45,000	23,430	52%	
5824 District Oversight Fees	8,145	45,221	37,077	82%	
5830 Field Trips Expenses	-	20,000	20,000	100%	
5845 Legal Fees	-	13,000	13,000	100%	
5851 Marketing and Student Recruiting	-	8,000	8,000	100%	
5857 Payroll Fees	1,975	16,995	15,020	88%	
5858 CMO Fees Expense	174,595	1,047,567	872,973	83%	
5861 Prior Yr Exp (not accrued)	838	-	(838)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5863 Professional Development	-	8,300	8,300	100%	
5864 Professional Development - Tuition Reimbursement	-	75,500	75,500	100%	
5869 Special Education Contract Instructors	-	55,000	55,000	100%	
5872 Special Education Encroachment	13,426	74,660	61,234	82%	
5884 Substitutes	-	64,750	64,750	100%	
5887 Technology Services	4,580	42,650	38,070	89%	
5899 Miscellaneous Operating Expenses	-	0	0	100%	
5900 Communications	1,125	-	(1,125)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5915 Postage and Delivery	1,363	12,000	10,637	89%	
SUBTOTAL - Services & Other Operating Exp.	236,955	2,090,297	1,853,342	89%	
Capital Outlay & Depreciation					
6900 Depreciation	11,301	96,064	84,763	88%	
SUBTOTAL - Capital Outlay & Depreciation	11,301	96,064	84,763	88%	
Other Outflows					
SUBTOTAL - Other Outflows	-	-	-		
TOTAL EXPENSES	582,514	5,396,037	4,813,523	89%	

MSA-SA
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	640,796	7,467,687	6,826,892	
Federal Revenue	-	658,206	658,206	
Other State Revenues	29,817	585,070	555,253	
Local Revenues	2,746	64,612	61,865	
Fundraising and Grants	129	32,446	32,317	
Total Revenue	673,487	8,808,020	8,134,533	
Expenses				
Compensation and Benefits	525,815	4,576,489	4,050,674	
Books and Supplies	68,707	733,114	664,407	
Services and Other Operating Expenditures	283,423	2,490,994	2,207,572	
Depreciation	33,103	505,350	472,247	
Other Outflows	-	173,107	173,107	
Total Expenses	911,047	8,479,055	7,568,007	
Operating Income	(237,561)	328,966	566,525	
Fund Balance				
Beginning Balance (Unaudited)		7,876,170		
Operating Income		328,966		
Ending Fund Balance		8,205,136		

NOTES

MSA-SA
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
K-3		300		
4-6		171		
7-8		180		
9-12		161		
Total Enrolled		812		
ADA %				
K-3		96.0%		
4-6		96.0%		
7-8		96.0%		
9-12		96.0%		
Average ADA %		96.0%		
ADA				
K-3		288.0		
4-6		164.2		
7-8		172.8		
9-12		154.6		
Total ADA		779.5		

NOTES

MSA-SA
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	413,601	5,463,689	5,050,089	92%	
8012 Education Protection Account Entitlement	-	155,904	155,904	100%	
8096 Charter Schools in Lieu of Property Taxes	227,195	1,848,094	1,620,899	88%	
SUBTOTAL - LCFF Entitlement	640,796	7,467,687	6,826,892	91%	
Federal Revenue					
8181 Special Education - Entitlement	-	78,500	78,500	100%	
8220 Child Nutrition Programs	-	265,178	265,178	100%	
8291 Title I	-	259,460	259,460	100%	
8292 Title II	-	32,868	32,868	100%	
8296 Other Federal Revenue	-	22,200	22,200	100%	
SUBTOTAL - Federal Revenue	-	658,206	658,206	100%	
Other State Revenue					
8319 Other State Apportionments - Prior Years	1	-	(1)		
8381 Special Education - Entitlement (State)	29,816	400,673	370,857	93%	
8520 Child Nutrition - State	-	23,251	23,251	100%	
8550 Mandated Cost Reimbursements	-	11,518	11,518	100%	
8560 State Lottery Revenue	-	149,628	149,628	100%	
SUBTOTAL - Other State Revenue	29,817	585,070	555,253	95%	
Local Revenue					
8634 Food Service Sales	1,728	14,459	12,731	88%	
8660 Interest	1,018	1,000	(18)	-2%	
8682 Summer Program	-	39,108	39,108	100%	
8690 Other Local Revenue	-	10,045	10,045	100%	
8999 Uncategorized Revenue	1	-	(1)		
SUBTOTAL - Local Revenue	2,747	64,612	61,865	96%	
Fundraising and Grants					
8802 Donations - Private	129	30,000	29,871	100%	
8803 Fundraising	-	2,446	2,446	100%	
SUBTOTAL - Fundraising and Grants	129	32,446	32,317	100%	
TOTAL REVENUE	673,488	8,808,020	8,134,533	92%	

MSA-SA
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	211,922	2,287,119	2,075,197	91%	
1300 Certificated Supervisor & Administrator Salaries	74,832	644,782	569,950	88%	
SUBTOTAL - Certificated Salaries	286,753	2,931,901	2,645,147	90%	
Classified Salaries					
2400 Classified Clerical & Office Salaries	31,780	166,916	135,136	81%	
2900 Classified Other Salaries	63,671	345,725	282,054	82%	
SUBTOTAL - Classified Salaries	95,451	512,641	417,190	81%	
Employee Benefits					
3100 STRS	42,846	394,920	352,074	89%	
3200 PERS	10,733	72,853	62,120	85%	
3300 OASDI-Medicare-Alternative	11,313	93,826	82,512	88%	
3400 Health & Welfare Benefits	64,028	505,621	441,593	87%	
3500 Unemployment Insurance	221	4,722	4,501	95%	
3600 Workers Comp Insurance	14,469	38,786	24,317	63%	
3900 Other Employee Benefits	-	21,219	21,219	100%	
SUBTOTAL - Employee Benefits	143,611	1,131,948	988,337	87%	
Books & Supplies					
4100 Approved Textbooks & Core Curricula Materials	3,105	46,800	43,695	93%	
4200 Books & Other Reference Materials	1,152	20,000	18,848	94%	
4315 Custodial Supplies	1,040	30,000	28,960	97%	
4320 Educational Software	17,494	45,000	27,506	61%	
4325 Instructional Materials & Supplies	2,417	50,000	47,583	95%	
4326 Art & Music Supplies	1,645	10,000	8,355	84%	
4330 Office Supplies	5,677	5,000	(677)	-14%	Ok - Budget transfer will be made from other 4000
4335 PE Supplies	-	57,500	57,500	100%	
4340 Professional Development Supplies	1,484	-	(1,484)		No budget in this line item - Budget transfer will be
4345 Non Instructional Student Materials & Supplies	65	15,000	14,935	100%	
4346 Teacher Supplies	-	10,000	10,000	100%	
4400 Noncapitalized Equipment	3,922	10,500	6,578	63%	
4410 Classroom Furniture, Equipment & Supplies	28,843	75,000	46,157	62%	
4420 Computers (individual items less than \$5k)	-	2,500	2,500	100%	

MSA-SA
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
4430 Non Classroom Related Furniture, Equipment & Supplies	533	2,493	1,961	79%	
4700 Food	-	348,321	348,321	100%	
4710 Student Food Services	-	-	-		
4720 Other Food	1,329	5,000	3,671	73%	
SUBTOTAL - Books and Supplies	68,707	733,114	664,407	91%	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	745	8,809	8,064	92%	
5215 Travel - Mileage, Parking, Tolls	409	7,000	6,591	94%	
5300 Dues & Memberships	970	6,000	5,030	84%	
5450 Insurance - Other	10,060	21,456	11,396	53%	
5500 Operations & Housekeeping	2,460	40,000	37,540	94%	
5510 Utilities - Gas and Electric	16,892	100,000	83,108	83%	
5605 Equipment Leases	5,643	47,344	41,701	88%	
5610 Rent	-	299,681	299,681	100%	
5615 Repairs and Maintenance - Building	9,907	50,000	40,093	80%	
5803 Accounting Fees	-	11,000	11,000	100%	
5809 Banking Fees	381	7,460	7,079	95%	
5813 School Programs - After School Program	1,005	5,000	3,995	80%	
5814 School Programs - Academic Competitions	-	10,000	10,000	100%	
5820 Consultants - Non Instructional	-	10,000	10,000	100%	
5822 Other Professional Services	16,594	21,546	4,952	23%	
5824 District Oversight Fees	-	74,677	74,677	100%	
5830 Field Trips Expenses	518	25,000	24,483	98%	
5845 Legal Fees	-	10,000	10,000	100%	
5848 Licenses and Other Fees	2,740	-	(2,740)		No budget in this line item - Budget transfer will be
5851 Marketing and Student Recruiting	9,200	15,000	5,800	39%	
5857 Payroll Fees	4,144	31,544	27,400	87%	
5858 CMO Fees Expense	174,595	1,047,567	872,973	83%	
5861 Prior Yr Exp (not accrued)	1,026	-	(1,026)		No budget in this line item - Budget transfer will be
5863 Professional Development	1,800	40,494	38,694	96%	
5864 Professional Development - Tuition Reimbursement	-	96,300	96,300	100%	
5869 Special Education Contract Instructors	-	275,000	275,000	100%	
5872 Special Education Encroachment	-	19,167	19,167	100%	
5884 Substitutes	-	90,640	90,640	100%	
5887 Technology Services	20,755	107,310	86,555	81%	
5900 Communications	2,767	3,000	233	8%	
5915 Postage and Delivery	813	10,000	9,187	92%	

MSA-SA
Income Statement
As of Aug FY2018

	YTD	Budget		% of Budget Remaining	NOTES
	Actual YTD	Approved Budget	Budget Remaining		
SUBTOTAL - Services & Other Operating Exp.	283,423	2,490,994	2,207,572	89%	
Capital Outlay & Depreciation					
6900 Depreciation	33,103	505,350	472,247	93%	
SUBTOTAL - Capital Outlay & Depreciation	33,103	505,350	472,247	93%	
Other Outflows					
7438 Long term debt - Interest	-	173,107	173,107	100%	
SUBTOTAL - Other Outflows		173,107	173,107		
TOTAL EXPENSES	911,047	8,479,055	7,568,007	89%	

MSA-SD
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
SUMMARY					
Revenue					
LCFF Entitlement	212,740	3,298,113	3,085,373		
Federal Revenue	-	125,122	125,122		
Other State Revenues	19,914	393,481	373,567		
Local Revenues	477	78,739	78,262		
Fundraising and Grants	-	31,153	31,153		
Total Revenue	233,131	3,926,609	3,693,478		
Expenses					
Compensation and Benefits	263,657	2,210,402	1,946,745		
Books and Supplies	5,031	144,548	139,517		
Services and Other Operating Expenditures	151,773	1,352,286	1,200,513		
Depreciation	3,718	30,295	26,577		
Other Outflows	-	-	-		
Total Expenses	424,179	3,737,532	3,313,353		
Operating Income	(191,048)	189,077	380,125		
Fund Balance					
Beginning Balance (Unaudited)		1,238,595			
Operating Income		189,077			
Ending Fund Balance		1,427,672			

MSA-SD
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
4-6		150		
7-8		300		
Total Enrolled		450		
ADA %				
4-6		96.5%		
7-8		96.5%		
Average ADA %		96.5%		
ADA				
4-6		144.8		
7-8		289.5		
Total ADA		434.3		

NOTES

MSA-SD
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
REVENUE					
LCFF Entitlement					
8011 Charter Schools LCFF - State Aid	80,528	865,497	784,969	91%	
8012 Education Protection Account Entitlement	-	86,850	86,850	100%	
8096 Charter Schools in Lieu of Property Taxes	132,212	2,345,766	2,213,554	94%	
SUBTOTAL - LCFF Entitlement	212,740	3,298,113	3,085,373	94%	
Federal Revenue					
8181 Special Education - Entitlement	-	53,500	53,500	100%	
8220 Child Nutrition Programs	-	28,455	28,455	100%	
8291 Title I	-	25,163	25,163	100%	
8292 Title II	-	7,804	7,804	100%	
8296 Other Federal Revenue	-	10,200	10,200	100%	
SUBTOTAL - Federal Revenue	-	125,122	125,122	100%	
Other State Revenue					
8381 Special Education - Entitlement (State)	19,914	223,205	203,291	91%	
8520 Child Nutrition - State	-	1,832	1,832	100%	
8550 Mandated Cost Reimbursements	-	5,711	5,711	100%	
8560 State Lottery Revenue	-	83,354	83,354	100%	
8596 ASES	-	79,380	79,380	100%	
SUBTOTAL - Other State Revenue	19,914	393,481	373,567	95%	
Local Revenue					
8650 Leases and Rentals	-	7,000	7,000	100%	
8660 Interest	477	1,891	1,414	75%	
8682 Summer Program	-	26,848	26,848	100%	
8693 Field Trips	-	43,000	43,000	100%	
SUBTOTAL - Local Revenue	477	78,739	78,262	99%	
Fundraising and Grants					
8803 Fundraising	-	31,153	31,153	100%	
SUBTOTAL - Fundraising and Grants	-	31,153	31,153	100%	
TOTAL REVENUE	233,131	3,926,609	3,693,478	94%	

MSA-SD
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	92,037	1,071,231	979,194	91%	
1300 Certificated Supervisor & Administrator Salaries	56,667	344,918	288,251	84%	
SUBTOTAL - Certificated Salaries	148,704	1,416,149	1,267,445	89%	
Classified Salaries					
2400 Classified Clerical & Office Salaries	20,047	143,640	123,593	86%	
2900 Classified Other Salaries	17,255	87,920	70,665	80%	
SUBTOTAL - Classified Salaries	37,302	231,560	194,258	84%	
Employee Benefits					
3100 STRS	22,916	192,002	169,086	88%	
3200 PERS	3,651	33,945	30,293	89%	
3300 OASDI-Medicare-Alternative	4,267	43,554	39,287	90%	
3400 Health & Welfare Benefits	41,381	270,550	229,169	85%	
3500 Unemployment Insurance	84	3,824	3,740	98%	
3600 Workers Comp Insurance	5,352	18,553	13,201	71%	
3900 Other Employee Benefits	-	266	266	100%	
SUBTOTAL - Employee Benefits	77,651	562,693	485,042	86%	
Books & Supplies					
4100 Approved Textbooks & Core Curricula Materials	-	5,000	5,000	100%	
4200 Books & Other Reference Materials	67	5,000	4,933	99%	
4315 Custodial Supplies	429	6,180	5,751	93%	
4320 Educational Software	-	10,000	10,000	100%	
4325 Instructional Materials & Supplies	1,879	28,000	26,121	93%	
4326 Art & Music Supplies	-	2,266	2,266	100%	
4330 Office Supplies	4,273	5,000	727	15%	
4335 PE Supplies	-	2,000	2,000	100%	

MSA-SD
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
4345 Non Instructional Student Materials & Supplies	-	6,180	6,180	100%	
4346 Teacher Supplies	533	1,030	498	48%	
4400 Noncapitalized Equipment	-	12,000	12,000	100%	
4410 Classroom Furniture, Equipment & Supplies	-	10,000	10,000	100%	
4420 Computers (individual items less than \$5k)	(2,397)	7,000	9,397	134%	
4430 Non Classroom Related Furniture, Equipment & Supplies	-	3,367	3,367	100%	
4700 Food	-	34,830	34,830	100%	
4710 Student Food Services	-	-	-		
4720 Other Food	246	6,695	6,449	96%	
SUBTOTAL - Books and Supplies	5,031	144,548	139,517	97%	
Services & Other Operating Expenses					
5101 CMO Fees	-	-	-		
5210 Conference Fees	-	5,150	5,150	100%	
5215 Travel - Mileage, Parking, Tolls	-	7,210	7,210	100%	
5220 Travel and Lodging	-	7,000	7,000	100%	
5300 Dues & Memberships	970	5,562	4,592	83%	
5450 Insurance - Other	6,833	19,137	12,304	64%	
5500 Operations & Housekeeping	7,681	46,480	38,799	83%	
5510 Utilities - Gas and Electric	1,726	20,600	18,874	92%	
5605 Equipment Leases	2,061	10,300	8,239	80%	
5610 Rent	40,450	448,870	408,420	91%	
5615 Repairs and Maintenance - Building	-	15,450	15,450	100%	
5617 Repairs and Maintenance - Other Equipment	-	5,000	5,000	100%	
5803 Accounting Fees	-	10,300	10,300	100%	
5809 Banking Fees	-	1,030	1,030	100%	
5813 School Programs - After School Program	-	79,380	79,380	100%	
5814 School Programs - Academic Competitions	-	4,500	4,500	100%	
5819 School Programs - Other	-	1,100	1,100	100%	
5822 Other Professional Services	16,211	19,596	3,385	17%	
5824 District Oversight Fees	3,464	32,981	29,518	89%	
5830 Field Trips Expenses	-	45,000	45,000	100%	
5833 Fines and Penalties	-	894	894	100%	
5845 Legal Fees	-	15,000	15,000	100%	
5851 Marketing and Student Recruiting	-	12,000	12,000	100%	
5857 Payroll Fees	1,418	15,965	14,547	91%	
5858 CMO Fees Expense	60,465	362,792	302,327		
5861 Prior Yr Exp (not accrued)	69	-	(69)		No budget in this line item - Budget transfer will be made from other 5000 expense

MSA-SD
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
5863 Professional Development	2,419	5,000	2,581	52%	
5864 Professional Development - Tuition Reimbursement	-	15,500	15,500	100%	
5869 Special Education Contract Instructors	4,210	56,650	52,440	93%	
5872 Special Education Encroachment	-	11,068	11,068	100%	
5884 Substitutes	4,335	19,570	15,235	78%	
5887 Technology Services	-	45,200	45,200	100%	
5900 Communications	(826)	3,000	3,826	128%	
5915 Postage and Delivery	286	5,000	4,714	94%	
SUBTOTAL - Services & Other Operating Exp.	151,773	1,352,286	1,200,513	89%	
Capital Outlay & Depreciation					
6900 Depreciation	3,718	30,295	26,577	88%	
SUBTOTAL - Capital Outlay & Depreciation	3,718	30,295	26,577	88%	
Other Outflows					
SUBTOTAL - Other Outflows	-	-	-		
TOTAL EXPENSES	424,179	3,737,532	3,313,353	89%	

MERF
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
SUMMARY				
Revenue				
LCFF Entitlement	-	-	-	
Federal Revenue	-	-	-	
Other State Revenues	-	-	-	
Local Revenues	1,138,825	6,392,850	5,254,025	
Fundraising and Grants	103,174	-	(103,174)	
Total Revenue	1,247,298	6,392,850	5,150,851	
Expenses				
Compensation and Benefits	455,264	3,055,489	2,600,225	
Books and Supplies	7,068	70,421	63,353	
Services and Other Operating Expenditures	434,258	2,726,775	2,292,517	
Depreciation	240	933	693	
Other Outflows	4,460	-	(4,460)	
Total Expenses	901,291	5,853,618	4,952,327	
Operating Income	346,007	539,232	198,524	
Fund Balance				
Beginning Balance (Unaudited)		511,613		
Operating Income		539,232		
Ending Fund Balance		1,050,845		

NOTES

MERF
Income Statement
As of Aug FY2018

	YTD	Budget		
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining
KEY ASSUMPTIONS				
Enrollment Summary				
Total Enrolled		-		
ADA %				
Average ADA %		0.0%		
ADA				
Total ADA		-		
REVENUE				
LCFF Entitlement				
SUBTOTAL - LCFF Entitlement	-	-	-	
Federal Revenue				
SUBTOTAL - Federal Revenue	-	-	-	
Other State Revenue				
SUBTOTAL - Other State Revenue	-	-	-	

NOTES

MERF
Income Statement
As of Aug FY2018

		YTD	Budget			NOTES
		Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
Local Revenue						
8690	Other Local Revenue	73,350	-	(73,350)		<i>No budget in this line item - Deferred grants will be transferred</i>
8699	All Other Local Revenue	-	-	-		
8701	CMO Fee - MSA-1	174,595	1,047,567	872,973	83%	
8702	CMO Fee - MSA-2	174,595	1,047,567	872,973	83%	
8703	CMO Fee - MSA-3	158,226	949,358	791,131	83%	
8704	CMO Fee - MSA-4	13,095	78,568	65,473	83%	
8705	CMO Fee - MSA-5	13,095	78,568	65,473	83%	
8706	CMO Fee - MSA-6	13,095	78,568	65,473	83%	
8707	CMO Fee - MSA-7	109,122	654,729	545,608	83%	
8708	CMO Fee - MSA-8	174,595	1,047,567	872,973	83%	
8709	CMO Fee - MSA-SA	174,595	1,047,567	872,973	83%	
8712	CMO Fee - MSA-SD	60,465	362,792	302,327	83%	
8713	Revenue Program 13	-	-	-		
8999	Uncategorized Revenue	5,299	-	(5,299)		<i>Ok - CSFA wire and a cashier's check that EdTec will transfer</i>
SUBTOTAL - Local Revenue		1,144,124	6,392,850	5,248,726	82%	
Fundraising and Grants						
8802	Donations - Private	103,174	-	(103,174)		<i>No budget in this line item - Murmuration grant will be transferred</i>
8803	Fundraising	-	-	-		
SUBTOTAL - Fundraising and Grants		103,174	-	(103,174)		
TOTAL REVENUE		1,247,298	6,392,850	5,145,552	80%	
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1300	Certificated Supervisor & Administrator Salaries	86,063	395,000	308,937	78%	
SUBTOTAL - Certificated Salaries		86,063	395,000	308,937	78%	
Classified Salaries						
2400	Classified Clerical & Office Salaries	270,035	1,762,325	1,492,290	85%	
2900	Classified Other Salaries	20,213	218,900	198,688	91%	
SUBTOTAL - Classified Salaries		290,248	1,981,225	1,670,765	84%	

MERF
Income Statement
As of Aug FY2018

		YTD	Budget			
		Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	NOTES
Employee Benefits						
3100	STRS	15,294	71,638	56,344	79%	
3200	PERS	5,609	98,760	93,151	94%	
3300	OASDI-Medicare-Alternative	20,803	139,944	119,141	85%	
3400	Health & Welfare Benefits	19,076	248,979	229,903	92%	
3500	Unemployment Insurance	329	12,719	12,390	97%	
3600	Workers Comp Insurance	11,241	26,756	15,515	58%	
3700	Retiree Benefits	-	-	-		
3900	Other Employee Benefits	6,602	80,468	73,866	92%	
SUBTOTAL - Employee Benefits		78,954	679,264	600,310	88%	
Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	-	1,020	1,020	100%	
4200	Books & Other Reference Materials	-	-	-		
4320	Educational Software	-	9,000	9,000	100%	
4325	Instructional Materials & Supplies	-	1,102	1,102	100%	
4330	Office Supplies	940	12,099	11,159	92%	
4340	Professional Development Supplies	650	-	(650)		<i>No budget in this line item - Budget transfer will be made from other 4000 expense</i>
4400	Noncapitalized Equipment	-	1,000	1,000	100%	
4420	Computers (individual items less than \$5k)	335	5,000	4,665	93%	
4430	Non Classroom Related Furniture, Equipment & Supplies	373	-	(373)		<i>No budget in this line item - Budget transfer will be made from other 4000 expense</i>
4720	Other Food	4,770	41,200	36,430	88%	
SUBTOTAL - Books and Supplies		7,068	70,421	63,353	90%	
Services & Other Operating Expenses						
5200	Travel & Conferences	-	-	-		
5210	Conference Fees	-	43,796	43,796	100%	
5215	Travel - Mileage, Parking, Tolls	7,428	73,320	65,892	90%	
5220	Travel and Lodging	-	96,569	96,569	100%	
5300	Dues & Memberships	2,950	15,200	12,250	81%	

MERF
Income Statement
As of Aug FY2018

	YTD	Budget			NOTES
	Actual YTD	Approved Budget	Budget Remaining	% of Budget Remaining	
5450 Insurance - Other	9,095	14,688	5,593	38%	
5500 Operations & Housekeeping	3,143	22,093	18,950	86%	
5605 Equipment Leases	5,133	12,240	7,107	58%	
5610 Rent	40,583	160,800	120,217	75%	
5615 Repairs and Maintenance - Building	-	84	84	100%	
5803 Accounting Fees	-	30,120	30,120	100%	
5809 Banking Fees	211	18,275	18,064	99%	
5812 Business Services	57,917	700,000	642,083	92%	
5819 School Programs - Other	-	-	-		
5822 Other Professional Services	189,041	653,121	464,080	71%	
5833 Fines and Penalties	5	321	316	98%	
5845 Legal Fees	87,749	420,000	332,251	79%	
5848 Licenses and Other Fees	1,292	-	(1,292)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5851 Marketing and Student Recruiting	197	53,000	52,803	100%	
5857 Payroll Fees	2,062	18,000	15,938	89%	
5861 Prior Yr Exp (not accrued)	2,414	-	(2,414)		<i>No budget in this line item - Budget transfer will be made from other 5000 expense</i>
5863 Professional Development	3,745	114,900	111,155	97%	
5864 Professional Development - Tuition Reimbursement	960	60,000	59,040	98%	
5875 Staff Recruiting	-	15,000	15,000	100%	
5887 Technology Services	17,456	170,628	153,172	90%	
5900 Communications	1,696	17,340	15,644	90%	
5915 Postage and Delivery	1,830	17,280	15,450	89%	
SUBTOTAL - Services & Other Operating Exp.	434,258	2,726,775	2,291,867	84%	
Capital Outlay & Depreciation					
6900 Depreciation	240	933	693	74%	
SUBTOTAL - Capital Outlay & Depreciation	240	933	693	74%	
Other Outflows					
7999 Uncategorized Expense	4,460	-	(4,460)		
SUBTOTAL - Other Outflows	4,460	-	(4,460)		
TOTAL EXPENSES	901,290	5,853,618	4,931,465	84%	

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

IV B (Attachment) MSA SD STRS Adjustment Update.xlsx