

Magnolia Public Schools

Regular Board Meeting

Date and Time

Thursday August 9, 2018 at 6:00 PM PDT

Location

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

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:

By dialing into; 1.844.572.5683 Code: 1948435

- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- 940 Steward Dr. Sunnyvale, CA 94085 (Dr. Umit Yapanel)
- 1363 Ridgecrest Rd Pinole, CA 94564 (Dr. Serdar Orazov)
- 5113 Babette Ave Los Angeles, CA 900(Ms. Diane Gonzalez)
- •3850 Paradise Rd. Las Vegas, Nevada 89169 (Mr. Shohrat Geldiyev)

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 Sherkhanov, Chair

Mr. Haim Beliak, Vice-Chair

Dr. Umit Yapanel

Mr. Serdar Örazov

Dr. Salih Dikbas

Ms. Diane Gonzalez

Ms. Charlotte Brimmer

Ms. Sandra Covarrubias

Mr. Shohrat Geldiyev

CEO & Superintendent:

Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Public Comments			5 m
D. Approval of Agenda	Vote		1 m
E. Approval of Minutes of Regular Board Meeting from July 12, 2018	Approve Minutes		1 m
Approve minutes for Regular MPS Board Mee	ting on July 12, 2018		
F. Approval of Minutes of Special Board Meeting from July 17, 2018	Approve Minutes		1 m
Approve minutes for Special Board Meeting of	on July 17, 2018		
II. Consent Items			6:10 PM
A. Approval of Student Teaching MOU and Agreement between Magnolia Science Academy- 8 and CSUDH	Vote	Jason Hernandez	2 m
B. Approval of Student Teaching Agreement between Magnolia Science Academy- SD and SDSU	Vote	Gokhan Serce	2 m
C. Approval of Master Agreement with Specialized Therapy Services for SPED Services for MSA- San Diego	Vote	Gokhan Serce	10 m
D. Approval of Online Curriculum and eLearning Programs RFP	Vote	Erdinc Acar	2 m
E. Reserve Money for Synthetic Turf and to Purchase Temp. Shade Structures for Lunch Area for MSA- SD	Vote	Gokhan Serce	5 m
F. Approval of Two (2) Change Orders for the Magnolia Science Academy-1 Project	Vote	Patrick Ontiveros	5 m
G. Approval of Project Change Order Requests for MSA – Santa Ana (Gymnasium Project)	Vote	Patrick Ontiveros	5 m
III. Action Items			6:41 PM
A. Approval of 2018-19 Employee Handbook	Vote	Suat Acar	10 m
B. Appointment of MPS Corporate Officers i.e. Treasurer and Secretary	Vote	Alfredo Rubalcava	5 m
C. Approval of AALRR Expenditure of \$25,000 or More	Vote	Patrick Ontiveros	10 m
IV. Discussion Items			7:06 PM
A. Presentation and Discussion of Magnolia Public Schools LACOE 2017-18 Oversight Reports (MSA 1-3)	Discuss	Alfredo Rubalcava	5 m
B. Facility Updates	Discuss	Patrick Ontiveros	10 m
V. Closing Items			7:21 PM

A. Adjourn Meeting

Vote

Cover Sheet

Approval of Minutes of Regular Board Meeting from July 12, 2018

Section: I. Opening Items

Item: E. Approval of Minutes of Regular Board Meeting from July 12,

2018

Purpose: Approve Minutes

Submitted by:

Related Material: Minutes for Regular MPS Board Meeting on July 12, 2018



Magnolia Public Schools

Minutes

Regular MPS Board Meeting

Date and Time

Thursday July 12, 2018 at 5:30 PM

Location

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

Board members who participated remotely joined from the following locations:

- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- 940 Steward Dr. Sunnyvale, CA 94085 (Dr. Umit Yapanel)
- 1363 Ridgecrest Rd Pinole, CA 94564 (Mr. Serdar Orazov)
- 100 Colter Bay Village Campground Road, C-51 Moran, WY 83013 (Dr. Saken Sherkhanov)

Board Members:

Dr. Saken Sherkhanov, Chair

Mr. Haim Beliak, Vice-Chair

Dr. Umit Yapanel

Mr. Serdar Orazov

Dr. Salih Dikhas

Ms. Diane Gonzalez

Ms. Charlotte Brimmer

Ms. Sandra Covarrubias

Mr. Shohrat Geldiyev

CEO & Superintendent:

Mr. Alfredo Rubalcava

Directors Present

C. Brimmer, D. Gonzalez, H. Beliak, S. Covarrubias, S. Dikbas (remote), S. Geldiyev, S. Orazov (remote), S. Sherkhanov (remote), U. Yapanel (remote)

Directors Absent

None

Directors Arrived Late

S. Sherkhanov

I. Opening Items

A. Call the Meeting to Order

H. Beliak called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Jul 12, 2018 @ 5:59 PM at MPS Home Office: 250 E. 1st St. Ste.1500 Los Angeles, CA 90012.

B. Record Attendance and Guests

The following Board members joined the meeting late; S. Dikbas and S. Sherhanov. S. Geldiyez abstained from voting on the approval of the minutes since he was not part of the Board during those meetings.

C. Public Comments

C. Brimmer, MPS Board Member, commented on her experience at the National Charter School Conference. No other public comments were made.

D. Approval of Agenda

- C. Brimmer made a motion to approve the agenda as presented.
- S. Covarrubias seconded the motion.

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

Roll Call

- S. Sherkhanov Absent
- S. Orazov Aye
- D. Gonzalez Aye
- S. Dikbas Absent
- H. Beliak Aye
- C. Brimmer Aye
- U. Yapanel Aye
- S. Geldiyev Aye
- S. Covarrubias Aye

E. Approval of Minutes of Regular Board Meeting from June 14, 2018

- C. Brimmer made a motion to approve minutes from the Annual/Regular MPS Board Meeting on 06-14-18 with the requested amendments.
- D. Gonzalez seconded the motion.

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

Roll Call

- S. Geldiyev Abstain
- S. Orazov Aye
- S. Dikbas Absent
- S. Covarrubias Aye
- H. Beliak Aye
- D. Gonzalez Aye
- U. Yapanel Aye
- S. Sherkhanov Aye
- C. Brimmer Aye
- S. Sherkhanov arrived late.

F. Approval of Minutes of Special Board Meeting from June 14, 2018

- C. Brimmer made a motion to approve minutes from the Special Board Meeting on 06-14-18.
- D. Gonzalez seconded the motion.

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

Roll Call

- S. Covarrubias Aye
- D. Gonzalez Ave
- S. Dikbas Absent
- S. Sherkhanov Aye
- C. Brimmer Aye
- S. Geldiyev Abstain
- S. Orazov Aye
- H. Beliak Ave
- U. Yapanel Aye

G. Approval of Minutes of Special Ad Hoc Committee Meeting from June 2, 2018

- D. Gonzalez made a motion to approve minutes from the Special Ad-Hoc Committee Meeting on 06-02-18.
- S. Covarrubias seconded the motion.

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

Roll Call

- C. Brimmer Aye
- S. Geldiyev Abstain
- S. Sherkhanov Aye
- D. Gonzalez Aye
- S. Orazov Aye
- H. Beliak
- Aye S. Covarrubias Aye
- S. Dikbas Absent
- U. Yapanel Aye

H. Approval of Minutes of Regular Ad Hoc Committee Meeting from June 8, 2018

- S. Covarrubias made a motion to approve minutes from the Regular Ad Hoc Committee Meeting on 06-08-18.
- C. Brimmer seconded the motion.

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

Roll Call

- H. Beliak Aye
- D. Gonzalez Aye
- S. Covarrubias Aye
- S. Geldiyev Abstain
- S. Orazov Ave
- S. Dikbas Absent
- U. Yapanel Aye
- C. Brimmer Aye
- S. Sherkhanov Aye

II. Consent Items

A. Approval of 2018-19 Employee Handbook

S. Acar, Chief Operations Officer, updated the Board on the changes that happened in the Human Resource (HR) department, he went over new staff hiring and the recruitment process. S. Acar gave a brief background on the

changes made to the employee handbook and the reasons behind making these changes such as legal requirements. He also stated that the handbook had been review by our attorneys. He gave an in depth explanation on why the amount of paid time off (PTO) has increased, how Paycom has supported HR duties and other updates made to the handbook. D. Hajmeirza, Human Resources Director, supported S. Acar in the explanation of the changes.

H. Beliak made a motion to postpone the approval of the 2018-19 Employee Handbook to the next Special or Regular MPS Board of Directors Meeting. C. Brimmer seconded the motion.

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

Roll Call

C. Brimmer

H. Beliak Aye
D. Gonzalez Aye
S. Dikbas Absent
S. Geldiyev Aye
S. Covarrubias Aye
U. Yapanel Absent
S. Sherkhanov Absent
S. Orazov Aye

Aye

B. Approval of Online Curriculum and eLearning Programs Vendors

E. Acar, Chief Academic Officer, explained that the approval of this item was due to the expiration of a previously approved three year contract for the same services. Now there was a new bidding process. Staff reached out to 12 online course providers and 5 submitted proposals. The vendor that staff is recommending has been providing similar services to others schools and districts nationwide for over 20 years. E. Acar, explained in depth the services that this company would be providing for students and he addressed the questions that Board members had. E. Acar stated that the cost for this service will be covered by each school and this has already been budgeted but schools have the choice to contract with this vendor or they can opt out if they prefer. Some board members had additional questions that required further research and the board decided to postpone approval of this item.

H. Beliak made a motion to postpone the approval of the Online Curriculum and eLearning Program Vendors to a later meeting taking into consideration all the questions that were raised.

C. Brimmer seconded the motion.

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

Roll Call

S. Covarrubias Aye

S. Sherkhanov Absent

U. Yapanel Absent

D. Gonzalez Aye

S. Dikbas Absent

S. Orazov Aye

S. Geldiyev Aye

H. Beliak Aye

C. Brimmer Aye

III. Action Items

A. Approval of Change Order to Gafcon Construction Management Services Contract

P. Ontiveros, General Counsel and Facilities Director, explained to the Board the need for a change order to the Gafcon construction management services contract. He stated that Gafcon was requesting a change order for changes to

their own contract for additional services that they have provided. They have conducted additional services there were not in their original contract such as attend board meetings. P. Ontiveros stated that he looked over the Gafcon time sheets and agreed to the request. There had been a larger amount requested but P. Ontiveros negotiated a more reasonable and equitable amount.

- S. Orazov made a motion to approve the change order request from Gafcon, Inc. for a \$5.280 for additional services rendered to date described herein for the MSA-Santa Ana Project and an additional \$2,500 allowance for additional services for a grand total amount of \$7,780.
- D. Gonzalez seconded the motion.

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

Roll Call

- S. Sherkhanov Ave
- S. Orazov Aye
- C. Brimmer Abstain
- S. Covarrubias Abstain
- U. Yapanel Aye
- S. Dikbas
- Abstain
- H. Beliak
- Aye
- D. Gonzalez Aye
- S. Geldiyev Abstain

B. Approval of Creation of Ad Hoc Committee for the MSA Santa Ana Construction **Proiect**

- P. Ontiveros, General Counsel and Facilities Director, explained to the Board the need to create an Ad-Hoc Committee that would be allowed to approve any forthcoming change orders for the MSA-Santa Ana Gymnasium project. He expects the committee to meet only once. P. Ontiveros stated that per the MPS Bylaws, the Board has authority to designate approval authority to any of its committees.
- S. Sherkhanov made a motion to delegate authority to the MPS Facility Committee to approve any change orders without needing full Board approval.
- D. Gonzalez seconded the motion.

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

Roll Call

- S. Sherkhanov Aye
- D. Gonzalez Ave
- C. Brimmer Aye
- H. Beliak Aye
- S. Orazov Aye
- S. Geldiyev Ave
- U. Yapanel Ave
- S. Dikbas Aye
- S. Covarrubias Aye

C. Approval of Engagement of the Law Firm of Liebert Cassidy Whitmore ("LCW")

P. Ontiveros, MPS General Counsel and Facilities Director, presented the Liebert Cassidy Whitmore ("LCW") contract to the Board. He explained that he does not expect the contract to go over \$25,000 but is presenting it to the Board in the event that billing should prove to exceed such threshold. P. Ontiveros explained the search process for different firms, he stated that he emailed three different firms who have to do the work. He explained the reasons behind his recommendation. S. Acar, Chief Operations Officer, delivered further background information on the reasons behind needing to contract this law firm. Per Board members request, staff gave some details on law firms who are currently serving Magnolia.

- C. Brimmer made a motion to approve the engagement of the law firm of Liebert Cassidy Whitmore ("LCW") not to exceed \$25,000.
- H. Beliak seconded the motion.

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

Roll Call

- S. Sherkhanov Aye
- U. Yapanel Aye
- H. Beliak Aye
- S. Orazov Ave
- C. Brimmer Aye
- S. Geldiyev Aye
- D. Gonzalez Ave
- S. Dikbas Aye
- S. Covarrubias Aye

IV. Discussion Items

A. Magnolia Public Schools LAUSD 2017-18 Oversight Reports and MPS Actions, Plans, Steps and Timelines

A. Rubalcava, Chief Executive Officer, explained the LAUSD oversight annual visits process and requirements. He explained that after authorizers visit the schools they create over site reports that include a "grade" for Governance, Academic Performance, Operational Management and Fiscal Operations. On May 25th, D. Yilmaz, Chief Accountability Officer, went over these components for each LAUSD authorized school which include Magnolia Science Academy 4,6,7,8. During this meeting (July 12th) staff elaborated on the fiscal operations, action plan, steps and timeline to remedy all corrective actions under the fiscal operations category. Chief Financial Officer, N. Montijo, informed the board of the items that LAUSD would like to see improvements in and she explained the action steps. These items included; signature on bank reconciliation statements, updated credit card name, request for ACH payments fiscal policy, itemized receipts for reimbursements, and oversight reports to be presented to the Board. N. Montijo addressed Board Members questions, S. Acar, Chief Operations Officer, added additional input to these questions. E. Acar, Chief Academic Officer, presented the areas of improvement for the Academic Performance for all Magnolia Science Academies including those authorized by Los Angeles Unified School District (LAUSD), Los Angeles County of Education, California Department of Education and San Diego Unified School District. He explained that none of the reports showed areas of concern, overall the schools were doing well. E. Acar. stated that the LAUSD authorized schools received a 3 out of 4 rank in academic performance. There is area for growth in different subgroups such as English Language Learners, details are on the reports. For the State Board of Education, staff delivered an action plan which the authorizer was satisfied with. S. Acar, Chief Operations Officer, further explained the process of site visits and the reports. A. Rubalcava, briefly reported out on operational management and governance findings. I. Soto, Director of Partnerships, gave the Board a timeline on the submission of the upcoming charter petitions renewals and A. Rubalcava elaborated on the expected process for these submissions and the authorizer board meetings and hearings. This was an information/discussion item, no actions were taken or required.

B. Financial Update- May 2018

N. Montijo, Chief Financial Officer, briefly went over the financial updates. She stated that the items that needed to be noted were that MSA-Santa Ana is expected to end the year in the negative because the part time staff worked more hours than were budgeted. She explained how the school is expected to

pay this item. S. Acar, Chief Operations Officer, explained the actions that will be taken in the new fiscal year to ensure this over budget does not happen again. E. Acar, Chief Academic Officer, also elaborated on the actions steps to address this issue. Staff went over other budget items for MSA- Santa Ana such as construction costs. N. Montijo, explained that the numbers presented are predicted numbers but they may change once auditors complete their audit. All questions were addressed. This was an information/discussion item. No actions were taken.

C. Facility Updates

P. Ontiveros, MPS Facilities Director and General Counsel, delivered updates on all the ongoing facility projects. He stated that the MSA-1 facility project is going as planned and there are no foreseen problems. He went over MSA-2 shade structure details, Prop 39 negotiations and the request for security cameras. Briefly he updated the Board on MSA-3, MSA-4 and MSA-5 facility Prop 39 negotiations. For MSA-6 he stated there was an electrical panel upgrade, A/C units were installed by the church, the lease has been renewed for another year at the same rate as last year. The MSA-7 pavement work has been completed and there is additional work that needs to get done during the summer. J. Hernandez, MSA-8 principal, explained the work that he thinks needs to be done on his campus and mentioned some of the hold back was due to the authorizer. MSA-San Diego is in close out mode, NextGen has completed their punch list work and Silver Creek is working on their punch list items. Once Silver Creek is done with their work, the Inspector of Record will review and if completed adequately (per plan and code, will sign off on the work. The MSA-Santa Ana project is going well and will be inspected once complete. There might be a change order coming to the Board for this project. All questions were addressed, this was an information/discussion item, no actions were taken.

V. 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 9:58 PM.

Respectfully Submitted, H. Beliak

Cover Sheet

Approval of Minutes of Special Board Meeting from July 17, 2018

Section: I. Opening Items

Item: F. Approval of Minutes of Special Board Meeting from July 17,

2018

Purpose: Approve Minutes

Submitted by:

Related Material: Minutes for Special Board Meeting on July 17, 2018



Magnolia Public Schools

Minutes

Special Board Meeting

Date and Time

Tuesday July 17, 2018 at 6:00 PM

Location

Teleconference: 1.844.572.5683; 1948435

Board members who joined remotely attended from the following locations:

- MPS Home Office: 250 E. 1st St. Ste 1500 Los Angeles, CA 90012 (Ms. Charlotte Brimmer, Ms. Sandra Covarrubias)
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- MSA-SA 2840 W. 1st St. Santa Ana, CA 92703 (Mr. Shohrat Geldiyev)
- 940 Steward Dr. Sunnyvale, CA 94085 (Dr. Umit Yapanel)
- 1363 Ridgecrest Rd Pinole, CA 94564 (Mr. Serdar Orazov)
- 100 Colter Bay Village Campground Road, N-300 Moran, WY 83013 (Dr. Saken Sherkhanov)
- 5113 Babette Ave. Los Angeles, CA 90066 (Ms. Diane Gonzalez)
- 9715 Lockford St. Los Angeles, CA 90035 (Mr. Haim Beliak)

Board Members:

Dr. Saken Sherkhanov, Chair

Mr. Haim Beliak, Vice-Chair

Dr. Umit Yapanel

Mr. Serdar Orazov

Dr. Salih Dikbas

Ms. Diane Gonzalez

Ms. Charlotte Brimmer

Ms. Sandra Covarrubias

Mr. Shohrat Geldiyev

CEO & Superintendent:

Mr. Alfredo Rubalcava

Directors Present

C. Brimmer, D. Gonzalez (remote), H. Beliak (remote), S. Covarrubias, S. Dikbas (remote), S. Geldiyev (remote), S. Orazov (remote), S. Sherkhanov (remote)

Directors Absent

U. Yapanel

I. Opening Items

A. Call the Meeting to Order

C. Brimmer called a meeting of the board of directors of Magnolia Public Schools to order on Tuesday Jul 17, 2018 @ 6:33 PM at Teleconference: 1.844.572.5683; 1948435.

B. Record Attendance and Guests

S. Dikbas, MPS Board Member, joined the meeting at 6:51 p.m.

C. Pledge of Allegiance

T. Velazquez, Communications and Charter Renewal Manager, led the Pledge of Allegiance.

D. Public Comments

There were no public comments.

E. Approval of Agenda

- S. Sherkhanov made a motion to approve the agenda with the amendment of the removal of item II A 2018-19 Employee Handbook.
- C. Brimmer seconded the motion.

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

Roll Call

- S. Sherkhanov Ave
- D. Gonzalez Aye
- S. Dikbas Absent
- C. Brimmer Aye
- U. Yapanel Absent
- S. Orazov Aye
- S. Covarrubias Aye
- H. Beliak Aye
- S. Geldiyev Aye

II. Action Items

A. Approval of 2018-19 Employee Handbook

This item was pulled from the agenda.

III. Closed Session

A. Public Announcement of Closed Session

C. Brimmer, MPS Board Member, announced that the board was going into Closed Session to discuss one anticipated litigation matter.

B. Conference with Legal Counsel- Anticipated Litigation- One Matter

The board went into Closed Session to discuss this item.

C. Report Out From Closed Session

S. Sherkhanov, MPS Board Chair, stated that they discussed the anticipated litigation and 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 7:38 PM.

Respectfully Submitted, C. Brimmer

Cover Sheet

Approval of Student Teaching MOU and Agreement between Magnolia Science Academy- 8 and CSUDH

Section: II. Consent Items

Item: A. Approval of Student Teaching MOU and Agreement between

Magnolia Science Academy- 8 and CSUDH

Purpose: Vote

Submitted by:

Related Material: II A CSUDH-MSA 8 MOU .pdf



Board Agenda Item #	Agenda # II A
Date:	August 9th, 2018
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Jason Hernandez, MSA Bell Principal
RE:	CSUDH Student Teaching MOU and Agreement

Proposed Board Motion

I move that the board approve the Memorandum of Understanding and Student Teaching Agreement for 2018-2021 from California State University Dominguez Hills to provide a student teaching experience through practice teaching at Magnolia Science Academy Bell (8) and all other Magnolia Educational and Research Foundation schools.

Background

*This is a continued partnership, on July 13, 2017 the board approved a similar MOU that has now expired (3/31/18).

The Single and Multiple Subject Credential Program at CSUDH is in need of placement for their students-teachers. MSA Bell (8) is able to offer the placement necessary with credentialed teachers on staff as required per the program.

Budget Implications

There are no budget implications; however, our teachers may be compensated for their mentoring time by CSUDH.

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

The partnership with CSUDH is the benefit for MPS. A positive experience will lead to future placement of student-teachers. This experience will allow the school to advertise it's academic program to potential new teachers, including hard to find subject such as math, science, and SPED

Name of Staff Originator:

Jason Hernandez, Principal at MSA Bell

Exhibits (attachments):

2018-21 Contract Memorandum of Understanding

Contract No:



College of Education

Multiple and Single Subject and Education Specialist Intern Credential Programs Participating District Intern Agreement

This agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University, Dominguez Hills ("University")

and Magnolia Educational & Research Foudation	("School District")
In consideration of the mutual promises set forth below, the University	ersity and School District
("parties") agree as follows:	-

1. Purpose: The California Commission on Teacher Credentialing's Standards of Quality and Effectiveness for Multiple, Single, and Education Specialist Credentials stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials.
(See CTC Coded Correspondence #1404 for recent changes to supervision and support requirements for interns: http://www.ctc.ca.gov/notices/coded/2014/1404.pdf.)

This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for University (CSU Dominguez Hills) candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in participating districts.

It is further agreed that an intern's salary will not be reduced to pay for supervision. University stipulates that interns' services meet the instructional needs for the Multiple Subject, Single Subject, and Education Specialist teachers (including Bilingual Authorization) in the participating School District.

2. University's Responsibilities:

Provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing (CCTC).

Provide a Preservice Preparation Program that meets current CCTC Standards for English Learner Preservice Preparation.

Provide support training and orientation to University Supervisors.

Choose and assign University Supervisors based on the following qualifications:

- Current knowledge in the content area in which they supervise.
- Understanding of the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledge about diverse abilities, as well as cultural, linguistic, ethnic, and gender diversity.
- In-depth understanding of the academic standards, frameworks, and accountability systems that drive the public school curriculum.

Ensure that University Supervisors will observe and evaluate interns at least three times during a semester, for two semesters, and allocate time with each intern after each visit to discuss the observation. The California Teacher Performance Expectations form the basis for these discussions and evaluations.

Direct University Supervisors to meet and consult with employer-provided on-site support providers as needed. Collect employer-provided support documentation.

Provide program advisement.

3. School District's Responsibilities:

Assign a support provider to each intern, preferably on-site, and at the intern's grade level and in the intern's subject area. Provide orientations and training for on-site support providers.

Clearly define and facilitate the implementation of the terms of employment of the support provider, including compensation and evaluation of the support provider. Ensure that employers are responsible for providing adequate supervision for the hired intern. University and the School District together must provide a total of 189 hours annually of support for the intern (45 hours of which will be dedicated to ELL support). School-site based support will include content-specific coaching, and co-planning to address included special needs students and English Learners.

Ensure that at least one of the employer-provided mentor(s) meet the following minimum qualifications:

- Valid corresponding Clear or Life Credential.
- Three years of successful teaching experience.
- EL Authorization (if responsible for providing specified EL support).

Employer will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English language learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. (This may be the primary support provider, providing he/she has an EL authorization.)

Facilitate intern attendance and participation in the prescribed course of study at University.

Provide opportunities for interns to attend and participate in district-sponsored workshops, staff development, new-teacher orientations, and grade level or department meetings related to curriculum, planning, instruction, and/or assessment.

Allocate sufficient resources for support of the intern, including the identification of protected time for the support provider to work with the intern within the school day, including clearly defined expectations for type and frequency of support.

Agree to allow the university supervisor to visit the intern in his/her classroom during the university's academic semesters.

Appoint a district level contact person to serve as a liaison to the Co-Chairs of the University (CSU Dominguez Hills) Division of Teacher Education for the purpose of coordinating and evaluating the program.

The district designee will assist the University Co-Chairs in obtaining a letter of support from the certificated employees' bargaining unit.

Provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his or her position.

Agree to place interns in teaching positions for which they are qualified, and to give them the full range of responsibilities of full-time teachers.

Verify each intern's readiness for advancement to intern teaching responsibilities. Appoint representatives to the University (CSU Dominguez Hills) Multiple and Single Subject and Education Specialist Intern Advisory Board, for on-going development and evaluation of the program.

The principal of the School Disctrict will serve as the district's evaluator of the intern, complete required documentation in a timely manner, and meet with the university supervisor as needed to monitor and assess the intern's progress. The principal and the University supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Co-Chairs of the Teacher Education Division and a District Level Administrator, at which time a decision will be made.

4. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 3 years from 4/1/18 to 3/31/21 unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the School District terminates this Agreement, it will permit any student working at the School District at the time of termination to complete his/her work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The School District and the University agree to indemnify, defend and hold

Page **3** of **5**

harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The University either shall provide or shall ensure that each student secures and maintains professional liability coverage throughout the term of such student's participation in the program at District in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- E. The School District and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- The School District may dismiss a student if the student violates its standards, mission or goals. The School District will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- G. Students participating in a learning activity at the School District are not officers, employees, agents or volunteers of the University or the School District.
- H. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- J. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:	SCHOOL DISTRICT:
Procurement, Contracts, Logistical & Support Services	Name:
1000 E. Victoria Street	Title:
Carson, CA 90747	Address: 250 E. 1st. Street, Suite 1500
	Los Angeles, CA 90012
Tel. Number: 310-243-3799	Tel. Number: (213) 628-3634 Email Address:

Page **4** of **5**

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS	SCHOOL DISTRICT:
	Magnolia Educational & Research Foundation
Signature:	Signature:
Designee	Name:
Procurement, Contracts, Logistical and Support Services	Title:
Date:	Date:
SI:	
Approved To Form (College	e of Education)
Approved to Form (Conego	of Eudoution,
Signature:	
Name:	
Title: Co-Cha	ir, Division of Teacher Education
Date:	
Signature:	
Name:	
Title: Dean, (College of Education

Page **5** of **5 2/2018**

Date:



Contract#

STUDENT TEACHING AGREEMENT AGREEMENT TERM: 2018 - 2021

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School district, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

PARTIES: Trustees of the California State University

California State University, Dominguez Hills Procurement and Contracts

1000 E. Victoria Street, Carson, CA 90747

(310)243-3799

Magnolia Public Schools

250 E. 1st Street, Suite 1500 Los Angeles, CA 90012

Ph (213) 628-3634 Fx (714) 362-9588

TERM: April 1, 2018 - March 31, 2021 This agreement may be terminated by either party

upon 30 day advanced written notice, provided current students in the teaching training program will be allowed to complete their training requirements until said terminated

semester.

The SERVICES to be provided by District to State shall not exceed the Semester Units of Practice Teaching nor the Quarter Units of Practice Teaching, as set forth on the Master Teacher Date Sheet(s).

The State shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit, not to exceed the total payment as set forth on the Master Teacher Data Sheet(s).

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the district not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon. State University shall confirm that students have completed and passed the TB test and fingerprinting check before starting services.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the district.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid

Page 1 of 3

life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the school or classes in which the practice teaching is provided.

2. The State will pay the district for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, it is a daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may practice teaching in such school or classes.

Documentation is required to show the student by the State University has received both tuberculosis (TB) and fingerprint clearance before practice teaching.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or the other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment for assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

- 4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University Accounts Payable Department for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching and amount no less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.
- 5. Notwithstanding any other provisions of the agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the special Provisions.
- 6. The parties agree that District is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any State University students while under the performance of this agreement.
- 7. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

STATE OF CALLEODNIA

Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

	STATE OF CALIFORNIA	
	Trustees of the California State University DOMINGUEZ HILLS	
Ву		
3	Designee	
	Procurement, Contracts, Logistical & Support Services	
	1000 E. Victoria Street Carson, CA 90747 310-243-3799	
	Magnolia Educational & Research Foundation	
Ву		03/2018
,	Name (Please Print):	 SI:
	Title:	Page 2 of 3

	CE	RTIFICATION
		etary of the governing Board of the School District listed below, do by of a portion of the Minutes of the regular meeting of said Board
(Month/day)	·	
whereby the University	may assign students to the sch	attached contract the Trustees of the California State University, ools in the school District for practice teaching, be approved; and
the		is hereby authorized to execute the same."
	District	Magnolia Educational & Research Foundation
	County	
ву	SIGNATURE: PRINT NAME:	
		Clerk, Secretary or Governing Board of the School District



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: Student Teacher Agreement Between Magnolia Science Academy- 8 and California State University of Dominguez Hills

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

8 8 2018

Date

Alfredo Rubalcava

MPS CEO & Superintendent

8/8/2018

Date

Cover Sheet

Approval of Student Teaching Agreement between Magnolia Science Academy- SD and SDSU

Section: II. Consent Items

Item: B. Approval of Student Teaching Agreement between Magnolia

Science Academy- SD and SDSU

Purpose: Vote

Submitted by:

Related Material: II B SDSU - MSA SD Student Teacher Agree..pdf



Board Agenda Item #	Agenda # II B- Consent Agenda
Date:	08/09/2018
To:	Magnolia Board of Directors
From:	Gokhan Serce, Principal
Staff Lead:	Alfredo Rubalcava, CEO & Superintendent
RE:	San Diego State University & MSA- San Diego - Student Teacher Agreement

Proposed Board Motion

I move that the board allow the MSA- San Diego Principal or designated staff member to to sign the Students Teacher Agreement between San Diego State University and MSA-San Diego pending final legal review.

Introduction

• SDSU and MSA-San Diego partnered in the past to provide opportunities to student teachers to work directly with MSA-San Diego students under MSA-San Diego teachers' supervision. With this partnership MSA-San Diego provides support to teacher candidates.

Background

• MSA-San Diego and SDSU had an agreement in the past and this is a renewal of the agreement.

Budget Implications

N/A

Exhibits (attachments):

SDSU - Student Teacher Agreement

STUDENT TEACHING AGREEMENT

This Agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", noted below, and the Charter School, noted below, hereinafter called the "School";

WITNESSETH

WHEREAS, The School is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the School of an amount not to exceed the actual cost to the School of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the School under this agreement do not exceed the actual cost to the School of the services rendered by the School; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the School to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

SPECIAL PROVISIONS

NOW, THEREFORE, it is mutually agreed between the University and the School as follows:

The University and the School are as follows:

SAN DIEGO STATE UNIVERSITY;

MAGNOLIA SCIENCE ACADEMY of SAN DIEGO COUNTY.

THE TERM of the Agreement is from JULY 1, 2018 to JUNE 30, 2023.

The SERVICES to be provided by School to University shall include <u>100</u> Semester Units of Practice Teaching or _____ Quarter Units of Practice Teaching.

The University shall pay School for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

This Agreement may be increased/decreased by written approval from the University.

GENERAL TERMS

1. The School shall provide University students practice teaching experience in schools /classes of the School not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in schools/classes of the School, and under the direct supervision and instruction of employees of the School, as the School and University through their duly authorized representatives may agree upon.

The School may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the School, and upon request of the School, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the School.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the School holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The University will pay the School for the performance by the School of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to practice teach in schools or classes of the School shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teach in the School shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the School the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teach is terminated by the University for any reason, the School shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the School shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the School after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the School.

- 4. Within a reasonable time following the close of each semester or quarter of the University, the School shall submit an invoice to the University for payment, at the rate provided herein, for all units of practice teaching provided by the School under and in accordance with this agreement during said semester or quarter. The School shall attach to the invoice a certificate executed by a duly authorized representative of the School certifying that the School expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University.
- 5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the School any amount in excess of the total sum set forth in the Special Provisions.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this

agreement. STATE OF CALIFORNIA Trustees of The California State University Michelle Tanner, Buyer II Lead Date **CHARTER SCHOOL** Signature Date Name (Please print) Title (CEO or Designee) School CERTIFICATION I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on . 20 . (Month, Day) "It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the School for practice teaching, be approved; and the School is hereby authorized to execute the same." School County Signature Date (Clerk or Secretary of the Governing Board of the School) Name (Please print) **INTERNAL NOTES:** 44001-000-66045-0000-1006-2401-0000 (2018/2019) \$500.00 44001-000-66045-0000-1006-2401-0000 (2019/2020) \$500.00 44001-000-66045-0000-1006-2401-0000 (2020/2021) \$500.00 44001-000-66045-0000-1006-2401-0000 (2021/2022) \$500.00 44001-000-66045-0000-1006-2401-0000 (2022/2023) \$500.00 COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA; COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK

General Provisions

Indemnification

The School shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the School and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

<u>Insurance</u>

The School shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, School shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

<u>Assignments</u>

Without written consent of the CSU, this agreement is not assignable by the School either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Surviva

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: Student Teacher Agreement Between Magnolia Science Academy- San Diego and San Diego State University

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

Data

Alfredo Rubalcava

MPS CEO & Superintendent

Date

Cover Sheet

Approval of Master Agreement with Specialized Therapy Services for SPED Services for MSA- San Diego

Section: II. Consent Items

Item: C. Approval of Master Agreement with Specialized Therapy

Services for SPED Services for MSA- San Diego

Purpose: Vote

Submitted by:

Related Material: II C MSA San Diego STS Sped Ed Vendor.pdf



Board Agenda Item #	Agenda II C- Consent Item
Date:	08/09/2018
То:	Magnolia Board of Directors
From:	Alfredo Rubalcava, Chief Executive Officer
Staff Lead:	Gokhan Serce, Principal
RE:	Master Agreement with Specialized Therapy Services (STS)

Proposed Board Motion

I move that the board authorize the CEO and Superintendent to sign a revised one year Master Agreement with Specialized Therapy Services as one of the special education service providers, pending contract revision stating the amount not to exceed \$58,350.

Background

Magnolia Science Academy San Diego has worked with STS and other board approved vendors to provide special education services such as psychological assessments, counseling, occupational therapy, adapted physical education, speech therapy and academic assessments. The new master agreement includes changed rates and new available services from the provider.

Budget Implications

MSA-San Diego has special education service provider fees included in their school budget. The expenses will not exceed the budgeted amount of \$58,350.

Exhibits (attachments):

-STS Master Agreement

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2018-2019

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

Magnolia Science Academy

		X	Contract Year	2018-2019		
			Nonpublic School			
			Nonpublic Agency			
Type of C	Contract:					
x	Master Contract for the fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract. Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student. Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:					
When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.						

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2018-2019

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Magnolia Science Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: <u>Specialized Therapy</u> Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between Magnolia Science Academy hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Specialized Therapy Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic

school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d))

No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATIONOR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all

subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and

board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(I).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services

provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence

\$ 500,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and

amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - \$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. Commercial General Liability coverage of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend

placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education

and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of

enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic

school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5)

Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may

request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3)

Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress

toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification

that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the

CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of

substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior

intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently

debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

This contract is effective on the 1st day of July, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein. LEA **CONTRACTOR Specialized Therapy Services** Magnolia Science Academy Nonpublic School/Agency **LEA Name** By: Signature **Date Signature Date** Steven Oas, Director Name and Title of Authorized Representative Name and Title of Authorized Representative Notices to CONTRACTOR shall be addressed to: Notices to LEA shall be addressed to: Steven Oas, Director Name and Title Name and Title Magnolia Science Academy **Specialized Therapy Services** Nonpublic School/Agency/Related Service Provider **LEA** 4204-A Adams Ave **Address Address** San Diego, CA 92116 City State Zip City State Zip 619 431-5049 **Phone** Fax **Phone** Fax steve@theoascenter.com **Email Email**

Exhibit A: Rates Magnolia Science Academy and STS Contractor Number 1A-37-106

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed	NA
Total LEA enrollment may not exceed	NA

Session Type	Cost	Period
APE: Assessment, Direct Service Individual/group, IEP, Prep/plan	\$65.00	Hourly
APE Drive Time (as approved by LEA Admin)	\$65.00	Hourly
AT, Assessment, Direct Service, Training, Prep/plan Consult (Per IEP)	\$80.00	Hourly
AT Drive Time (as approved by LEA Admin)	\$80.00	Hourly
Audiology: Assessment-Hourly, Direct Service, IEP Meeting, Prep/plan	\$175.00	Hourly
Audiology Drive Time (as approved by LEA Admin)	\$175.00	Hourly
Behavior Intervention Services: Assessment, Consult (per IEP), Direct		Hourly
Service, IEP meeting, Supervision, Prep/plan, training	\$125.00	
Behavior Services Drive Time (as approved by LEA Admin)	\$125.00	Hourly
Behavior Technician	\$55.00	Hourly
DHH: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$90.00	Hourly
DHH: Drive Time (as approved by LEA Admin)	\$90.00	
ERMHS 510, 515, 520, 525, 530: Direct Individual/group, Hourly, IEP meeting, Prep/plan, Training, Consult (Per IEP),	\$90.00	Hourly
ERMHS Assessment Flat Rate	\$900.00	Assessment
ERMHS- Drive Time (as approved by LEA Admin)	\$90.00	Hourly
Music Therapy: Direct Service, IEP Meeting, Prep/Plan, Assessment	\$100.00	Hourly
Music Therapy Drive Time (as approved by LEA Admin)	\$100.00	Hourly
Nursing Direct Service, Health Assessment, Hearing/Vision Screening, training, IEP Meeting,	\$70.00	Hourly
Nursing Drive Time (as approved by LEA Admin)	\$70.00	Hourly
O&M: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$90.00	Hourly
O&M: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
OI: Assessment, Direct Service, IEP meeting, Prep/Plan	\$110.00	Hourly
OI: Drive Time (as approved by LEA Admin)	\$110.00	Hourly
OT: Assessment, Direct Service Individual/group, Prep/Plan, IEP		Hourly
meeting, Consult (per IEP)	\$80.00	
OT Drive Time (as approved by LEA Admin)	\$80.00	Hourly
Psych Assessment (includes up to 3 hours of IEP)	\$1000.00	Assessment
Psych Assessment with Academics	\$1300.00	Assessment
Psych Direct Service, IEP Meeting, Prep/Plan, Consult	\$90.00	Hourly
Psych Assessment with Academics- Bilingual	\$1500.00	Assessment
Psych Assessment- Bilingual	\$1,200.00	Assessment
Psych Direct Service, IEP Meeting, Prep/Plan- Bilingual	\$90.00	Hourly
Psych Drive Time (as approved by LEA Admin)	\$90.00	Hourly
PT: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$85.00	Hourly
PT: Drive Time (as approved by LEA Admin)	\$85.00	Hourly

SAI: Assessment, Direct Service Individual/Group, IEP, Prep/plan	\$65.00	Hourly
SAI: Drive Time (as approved by LEA Admin)	\$65.00	Hourly
Spec Ed Coordination: IEP Meeting, Consultation, Admin	\$150.00	Hourly
Spec Ed Coordination: Drive Time (as approved by LEA Admin)	\$150.00	Hourly
Speech: Assessment, Prep/Plan, Direct Individual/Group, Consult (per		Hourly
IEP)	\$70.00	
Speech: Drive Time (as approved by LEA Admin)	\$70.00	Hourly
Speech Assistant: Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$60.00	Hourly
Speech Assistant: Drive Time (as approved by LEA Admin)	\$60.00	Hourly
Speech Bilingual: Assessment, Prep/Plan, Direct Individual/Group,		Hourly
Consult (per IEP)	\$85.00	
Speech Bilingual: Drive Time (as approved by LEA Admin)	\$85.00	Hourly
Vision Itinerant: Assessment, Direct Service, IEP Meeting, Prep/Plan,		Hourly
Consult (Per IEP)	\$90.00	
Vision Itinerant: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
VT: Assessment- Flat Rate	\$640.00	Assessment
VT Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$140.00	Hourly

Appendix A:

- A. Should LEA wish to hire an STS employee assigned to the LEA, LEA may do so without a fee after the completion of the contracted school year period. Should the LEA elect to hire the employee before the completion of the period a conversion fee will be paid to STS in the form of: Full time provider: \$2500, (30 hours or more per week for STS), \$1250 for employees working less than 30 hours per week.
- B. Payment for missed sessions when provider confirmed attendance prior to arrival to the school, this includes Psycological assessments.
- C. Minimum one hour of service time to be paid to providers when on campus to provide services or attend meetings.
- D. For charters with more than one location the travel time between schools is billable.
- E. Services provided per hour also include:
 - -IEP meeting/preparation/participation,
 - -scheduling,
 - -session planning,
 - -consultation to staff/parents as approved by the school administration.
- -Certain services may require session set up and break down (example: APE may need to create a specific sporting program on campus) this is billable
- Provider time spend waiting or finding a location to provide services while on campus.
- F. Parking: If providers are required to pay for parking when on campus for services, the parking fees are reimbursable by the charter school.
- G. Billable Administrative Costs: When providers are asked by the school/LEA to perform administrative duties including but not limited to: Creating PWN, meeting notices, CASEMIS reporting, Behavior Plans, Manifestation Determination Meetings, Threat Assessments, AT Device programing, SCIA reporting/training.
- H. Mileage will be paid at .56 cents a mile or hourly for distances greater than 20 minutes from provider origination with prior approval from LEA.
- I. Independent Study/Home School Charter programs: Providers are able to get reimbursed for sessions cancelled with less than 24 hours notice.

CONTRACTOR Specialized Therapy Services	LEA Magnolia Science Academy	
Nonpublic School/Agency	LEA Name	
H Oh		
Signature Date Steven Oas, Director	Signature Date	
Name and Title of Authorized Representative	Name and Title of Authorized Representative	



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: Master Agreement with Specialized Therapy Services (STS) for Magnolia Science Academy- San Diego for 2018-19 not to exceed \$58,350

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

Date

8/8/2018

Alfredo Rubalcava

MPS CEO & Superintendent

Date

Cover Sheet

Approval of Online Curriculum and eLearning Programs RFP

Section: II. Consent Items

Item: D. Approval of Online Curriculum and eLearning Programs RFP

Purpose: Vote

Submitted by:

Related Material: II D Online Currilcumlum Vendor Approval.pdf



Board Agenda Item #	Agenda II D – Action Item
Date:	August 8, 2018
То:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO
Staff Lead:	Erdinc Acar, Chief Academic Officer
RE:	Online Curriculum and eLearning Programs RFP

Proposed Board Recommendation

I move that the board authorizes the CEO to negotiate and execute Online Curriculum and eLearning Programs RFP with Odysseyware.

Background

On May 1, 2018, MPS solicited proposals to establish a contract through competitive negotiations for the purpose of entering into a contract with a qualified firm to provide a personalized online curriculum program and learning management system for students in grades TK-12. Services are to commence during the 2018-19 school year, with implementation plan in a timely basis to use the services for the 2018-19 school year. The period of the initial contract term shall hold pricing constant for at least a period of five (5) years from contract execution. The services and products will be purchased as a consortium to include all schools. Billing will be managed through Magnolia Public Schools. Cost will be broken down per site per user access. Implementation, training and support will be customized for each individual school.

At a minimum, the vendor and platform will provide solutions and meet criteria in the following areas:

- A catalog of core and elective courses for grades TK-12 that are aligned with University of California A-G requirements, including CTE and World Language courses.
- A team of certified teachers with proper endorsements.
- A catalog of mastery-based credit recovery courses
- A secure, electronic learning management system that permits real-time visibility to each student's progress and login information.
- Adaptable courses to meet IEP and 504 needs.
- Data to draw reports from such as course completion percentages, grades, student activity time. etc.
- Have (3) three plus years' experience providing mentioned services.
- Agree to a year-to-year non-exclusive contract.

A total of five (5) vendors responded to the RFP

- Accelerate Education
- Edgenuity
- Apex
- ItsLearning
- Odysseyware

MPS Academic department and school teams reviewed proposals based on the following criteria.

Criteria
Course Offerings – range
Course Quality and Features
LMS Capabilities – usability/progress monitoring
Company Experience and Stability
Project Management Ability
Customer Service
Trainings and Technical Support
Price

Cost comparison

Accelerate Education	Edgenuity	Apex	ItsLearning	Odysseyware
\$39/semester/course content only - \$239/semester with academic services + training cost	\$35K per site- Comprehensive bundle or \$325/student/semester + training cost \$2,500/day - \$250/hr	\$85/semester/course content only - \$300/semester academic services + training cost	RFP criteria– no full range of courses - 31K	\$31K org wide- \$140/student/year \$250 academic services /semester training cost \$2,500/day - \$250/hr

Odysseyware offers services to over 2,500 school districts and systems nationwide and over 300 in California. The proposal submitted Odysseyware addresses MPS student and school needs in terms of initial course, credit recovery, summer schools AP level blended/competency-based learning and enrichment programs. Odysseyware has partnership with NWEA similar to MPS and offers courses for Social Emotional Learning. Odysseyware's solutions are also more cost effective in comparison.

We are recommending to partner with Odysseyware as the next Online Curriculum and eLearning Program for MPS.

Budget Implication The programs will cost \$31,000 MPS wide, based on student and school use. Each school partnering will share the total cost based on the pro-rated use. All schools allocated funds to cover cost for this program in their FY 18-19 budgets.

Funding Source

LCFF Entitlement

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

No perceived effects on other MSAs.

Name of Staff Originator: Erdinc Acar, Chief Academic Officer

Attachments (1)

1. Odysseyware response to Online Curriculum and eLearning Programs RFP



Response to:

Magnolia Public Schools

Solicitation for:

Online Curriculum and eLearning Program

Due: May 25, 2018 at 3:00 PM PST



PREPARING STUDENTS FOR COLLEGE, CAREER, & life.

Submitted by: Stephanie Maiwurm, Regional Vice President of Sales | smaiwurm@odysseyware.com | (619) 323-8362

300 N. MCKEMY AVE. | CHANDLER, AZ 85226 | (877) 795-8904 | ODYSSEYWARE.COM



LETTER OF INTRODUCTION

May 25, 2018

Attn: Erdinc Acar, Blended Learning Advisor Magnolia Public Schools 250 E 1st Street, Suite 1500 Los Angeles, CA 90012

RE: Online Curriculum and eLearning Program RFP

Mr. Acar,

Odysseyware respectfully submits the following proposal to Magnolia Public Schools (MPS) in response to the Online Curriculum and eLearning Program RFP. Our leadership, Curriculum Development, Technology, and Client Services teams stand ready to assist your Charter Management Organization (CMO) in providing students with high-quality educational support.

Odysseyware is a leading provider of award-winning, online K-12 Core, Elective, Career Technology Education (CTE), Social-Emotional Learning (SEL) curriculum. Our eLearning solutions are utilized in public, virtual, charter, and alternative schools, and our curriculum emphasizes flexibility, providing what we believe to be the most robust customization features in the industry. Odysseyware offers MPS the following:

Customization

Odysseyware empowers teachers with unprecedented flexibility to customize courses and the student learning experience. Teachers and administrators may alter the instructional sequence of Odysseyware courses, inserting units, lessons, projects, or assessments from other Odysseyware courses creating a cross-curriculum experience for their students. Teachers may also insert teacher-authored, custom lessons, delete or skip lessons, and set individual course levels for every student. Additionally, prescriptive modes are available throughout the program, further customizing each student's learning path.

FLEXIBILITY

Odysseyware incorporates varied pedagogical methodologies into our courses, including the Understanding by Design model of Wiggins and McTighe, along with models researched by Marzano. Odysseyware courses are used in a myriad of instructional settings, including: First Time Credit, Credit Recovery, Remediation, Acceleration, Test Prep, Blended Learning, Special Education, etc. Through Odysseyware Academic Services, Odysseyware provides state-certified teachers to lead virtual learning courses. This feature allows districts to retain students and offer expanded courses.

300 N. MCKEMY AVE. CHANDLER, AZ 85226 877.795.8904





SINGLE PLATFORM

All Odysseyware courses are delivered on a single platform. As such, teachers and students have the same experience regardless of course and do not need to be trained on the use of several platforms. As Odysseyware courses may be utilized in a myriad of educational settings, the single platform is extremely beneficial. Navigational commands and features remain consistent throughout the program.

PROFESSIONAL DEVELOPMENT

ules Hallon

Odysseyware also offers our clients several opportunities for Professional Development – leading seminars in subjects regarding Flipped Classrooms, Blended Learning, technological integration into the classroom, and the use of the Odysseyware curriculum. Professional Development plans vary according to district needs and shall be established after meetings with MPS leaders.

Odysseyware looks forward to partnering with the MPS on this important initiative. Thank you for time and consideration.

Respectfully,

Charles Mallon

Chief Financial Officer



CHANDLER, AZ 85226 877.795.8904



REQUEST FOR PROPOSALS (RFP)

Online Curriculum and eLearning Programs

Issued by:

MAGNOLIA PUBLIC SCHOOLS

250 East 1st Street Los Angeles, Suite 1500, CA 90012 www.magnoliapublicschools.org

Issue Date: May 1, 2018

Amendments	Date	Update	
Amendment 1:	May 7, 2018	New closing date for submission and receipt	

Closing Date for Submission and Receipt: May 18, 2018 3:00 p.m. PST

EXTENSION on Closing Date for Submission and Receipt: May 25, 2018 3:00 p.m. PST

Proposals are to be submitted in (2) copies to:

Contact Name: Erdinc Acar Title: Blended Learning Advisor Address: 250 E 1st St. Suite 1500

Office: (213) 628 – 3634 Fax: (714) 362-9588

Email: eracar@magnoliapublicschools.org

www.magnoliapublicschools.org

Note: Please use the proposal name above on all RFP correspondence.

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1- Background and Purpose

Magnolia Public Schools (MPS) is made up of 10 school sites located throughout Southern California, comprised of 3,900-4,000 student's grades TK-12.

MPS is soliciting proposals to establish a contract through competitive negotiations for the purpose of entering into a contract with a qualified firm to provide a personalized online curriculum program and learning management system for students in grades TK-12. Services are to commence during the 2018-19 school year, with implementation plan in a timely basis to use the services for the 2018-19 school year (use during summer 2018).

The period of the initial contract term shall hold pricing constant for at least a period of five (5) years from contract execution.

The services and products would be purchased as a consortium to include all schools. Billing would be managed through Magnolia Public Schools. An itemized invoice would be needed each month, showing the percentage due by the size of each school site. Implementation, training and support would be customized for each individual school. Cost breakdown must be broken down per site in order to calculate for budgeting. Any award / contract will be pending the Magnolia Public Schools Board approval and availability of funds.

2- Scope of Work and Qualifications

At a minimum, the vendor and platform should provide solutions and meet criteria in the following areas:

- A catalog of core and elective courses for grades TK-12 that are aligned with University of California A-G requirements, including CTE and World Language courses.
- A team of certified teachers with proper endorsements.
- A catalog of mastery-based credit recovery courses
- A secure, electronic learning management system that permits real-time visibility to each student's progress and login information.
- Adaptable courses to meet IEP and 504 needs.
- Data to draw reports from such as course completion percentages, grades, student activity time, etc.
- Have (3) three plus years' experience providing mentioned services.
- Agree to a year-to-year non-exclusive contract.

3- Key Dates

RFP Issue Date	May 1, 2018
Deadline for Questions	May 15, 2018 to Erdinc Acar (213) 628 – 3634 eracar@magnoliapublicschools.org
Submit Sealed Proposals By	May 18, 2018 3:00 p.m. PST All proposals received after the date and time set for receipt will be REJECTED. Proposals received after the time and date set will not be considered. EXTENSION on Closing Date for Submission and Receipt: May 25, 2018 3:00 p.m. PST

Magnolia Public Schools reserves the right to modify this schedule at its discretion. Notification of changes in the RFP due date and deadline for questions will be via e-mail. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of Magnolia Public Schools.

4- Proposal Requirements

The desired partner is one who has provided a wide-range of products and services to small, medium and large-sized institutions. It is expected that the selected company will be able to provide the following information:

- 1- Provide an overview of the system. Attach any relevant marketing materials and data sheets in the Appendices.
- 2- Describe the features, functions, and capabilities of your system as they relate to these key aspects of MPS:
 - a. Catalogs of variety of courses built specifically for students' grades TK-12, scope of sequence, standard correlation, types and features including virtual labs.
 - b. Ability for students and teachers to personalize the learning experience.
 - c. Ability to track students' performance and progress at the individual student level, school level and district level.
 - d. Ability to track course mentors' performance and progress at the individual student level, school level and district level.
 - e. Describe any additional, supplemental resources available to students.
 - f. Describe the Data Security features of the tools used in the program.
 - g. Describe user help features built in to your system and other help available to students, parents, and staff.
- 3- Provide end-user to review the demo accounts at a minimum for district admin, mentor/teacher and student roles.
- 4- Provide information on technical details for device and software requirements, compatibility with different platforms including Chromebook, interoperability with school information systems (Illuminate) for data sharing, whether the curriculum can be used asynchronously or offline.
- 5- Available for IT representative to confirm the technical details and ask any follow-on questions.
- 6- Compliance with FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement

Project Approach

- 1- Describe your firm's understanding of the proposed assignment and the services it will provide.
- 2- Provide a complete definition of the process that will be employed to meet the objectives of this project, (e.g., approach to be taken, etc.).
- 3- Provide a list of key staff who will support this project and their professional background.
- **4-** Provide a detailed implementation plan and any limitations (e.g., limit of 10 forms per district created by firm as part of the implementation).

Training and Support

- 1- Describe below the typical training your company provides.
- 2- Describe vendor support facilities, services provided with the standard agreement, optional support available at additional cost and the cost for optional support.
- 3- Describe vendor users/client's community and what resources are provided to clients (listserv, knowledge base, users conference, best practices, review panel for setting product enhancement priorities, etc.).
- 4- Describe additional trainings and cost breakdown.

Additional Services

List any additional services that your firm may have to offer with a pricing structure.

Pricing

Provide an outline of project budget with costs for each major element and any options for payment schedule. Cost breakdown must be broken down per site in order to calculate for budgeting.

5- Submission Guidelines

Proposals for furnishing the services described herein will be received until: May 18, 2018 3:00 p.m. PST. Vendors are responsible for the delivery of their proposal. Proposals received after the official date and time will be rejected.

Proposals must be submitted in both email and hard copy formats. Email proposal must be in PDF format, digitally signed. Email proposals should be addressed to eracar@magnoliapublicschools.org. Hard copy formats (2) copies should be mailed to:

Contact Name: Erdinc Acar Title: Blended Learning Advisor Address: 250 E 1st St. Suite 1500 Office: (213) 628 – 3634 Fax: (714) 362-9588

Email: <u>eracar@magnoliapublicschools.org</u> www.magnoliapublicschools.org

The RFP proposal submission deadline must clearly appear on the cover of the proposal. All questions should be submitted to eracar@magnoliapublicschools.org by May 15, 2018. This solicitation & any addendum are posted on our website at: www.magnoliapublicschools.org

5 of 7

There will be an optional public bid opening at the aforementioned time and place (attendance at the bid opening is not required.)

Submission Format Bidders should submit their response in the preferred format:

- Provide letter of Introduction
- Table of Contents. Should include a list of all sections and appendices in the RFP response and indicate corresponding page numbers, if appropriate.
- Organization's name, contact person, address, telephone number(s), fax number and
 qualifications of the firm. A brief introduction of the company and/or managing staff. Bids
 should be signed by person(s) authorized to bind the company to their proposed offer (RFP
 response).
- Attach other information as required by the RFP including past parent and student feedback, key staff bios or resumes, and other relevant information.
- Proposal Content. Full details of the bidder's Proposal including: general approach, methods, and explanations of how all RFP specifications will be achieved.
- Cost break down including add-ons. Bidder should include various costs models associated with program operation and delivery.
- Appendices
- Bidders will provide with their Proposal. Three (3) references, including contact information of the end-user for services of a similar nature, including the dollar value where available.
- **Vendor Services Agreement**: Vendor should include any proposed contract and maintenance agreement language for review.

6- RFP Conditions

Evaluation Criteria

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal. The award will be based on the following criteria:

Criteria	Possible Points
Course Offerings – range	150
Course Quality and Features	200
LMS Capabilities – usability/progress monitoring	100
Company Experience and Stability	125
Project Management Ability	50
Customer Service	100
Trainings and Technical Support	75
Price	200
TOTAL	1000

Acceptance of Proposal

 Bid will be awarded in writing to the bidder whose Proposal is determined to be the best fit for individual school goals, as determined under the sole discretion of the school's evaluation committee and approved by the Board afterwards.

6 of 7

 The MPS and the Board reserve the right to reject any or all Proposals or to waive any formality or technicality in the best interest of each school.

Specific Information

Proposals shall be signed by an authorized representative of the bidder. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. Information which the bidder desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

Bids must be valid for at least 120 days from the bid opening. Submission of a response to the request for proposal constitutes an acknowledgement and acceptance of all bid specifications by the responding vendor.

Proposal Revisions

Proposal revisions must be received prior to the RFP submission closing date and time. Disclosure All documents submitted by bidders shall become the property of MPS. Proposal information is proprietary and as such shall be treated as confidential until such time as a Provider is selected by MPS and an award is made, when all submissions considered by MPS become public record.

Information pertaining to the schools obtained by the bidder as a result of participation in this project is confidential and must not be disclosed without written authorization from MPS.

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APPENDICES

APPENDIX A – COURSE GUIDE **APPENDIX B** – DEMO SITE NAVIGATION GUIDES



QUALIFICATIONS

Organization's name contact person, address, telephone number(s), fax number and qualifications of the firm. A brief introduction of the company and/or managing staff. Bids should be signed by person(s) authorized to bind the company to their proposed offer (RFP response).

CONTACT INFORMATION:

Stephanie Maiwurm smaiwurm@odysseyware.com P| (619) 323-8362

HEADQUARTERS:

300 North McKemy Avenue Chandler, AZ 85226 P | (877) 795-8904 F | (866) 465-1954

The Letter of Introduction provided earlier in this proposal is signed by the individual authorized to bind Odysseyware to our proposed offer.

HISTORY

Odysseyware was established in 1998 and is a subsidiary of Glynlyon, Inc., the roots of which began in 1977. At that time, there were few curriculums available for homeschooling families, and therefore curriculum developers and writers created product and resources for those families. Glynlyon has been anchored in education since its founding and has been offering educational K-12 solutions for over two decades. Additionally, the company has provided services like those requested in this RFP for over 19 years.

In 2016, Glynlyon established a partnership with Linsalata Capital Partners, a venerable private equity firm in the United States. This partnership will allow Glynlyon to impact more student lives by continuing to invest in our people, our products, and our future.

Odysseyware employs over 450 employees, with offices in Arizona – serving as our headquarters – lowa and Minnesota. Despite our three locations, many of our employees work remotely so that they may better serve the schools and students we support. Additionally, Odysseyware's client base is comprised primarily of public and private schools. Odysseyware's Arizona



headquarters is displayed on the right.



AWARDS AND CERTIFICATIONS

Odysseyware was awarded the 2017 ComputED's 23rd Annual Best Educational Software BESSIE Award in the category of "Best Multi-Subject Website". Odysseyware was also awarded the 2016 EDDIE Award for Best Online Curriculum and Management System. The 21st Annual Education Software Review Awards (EDDIES), sponsored by ComputED Gazette, target innovative and content-rich software and websites that augment the classroom curriculum and improve teacher productivity by providing educators with the technology to foster educational

excellence. Selection criteria

includes:

- Academic Content
- Potential for Broad Classroom Use
- Technical Merit
- Subject Approach
- Management System

The image on the right consists of the awards and certifications Odysseyware has earned.



Our program can also be used to help support students in a virtual learning environment. Odysseyware may provide additional teaching resources, ranging from consultants experienced with setting up home/hospital bound support programs to virtual teachers who can help expand course offerings such as Advanced Placement or College Credit.

Attach other information as required by the RFP including past parent and student feedback, key staff bios or resumes, and other relevant information.

Odysseyware has been dedicated to supporting parents, students, and teachers for over 20 years. The case studies provided on the following pages demonstrates Odysseyware's positive impact on schools we have served. Our dedicated staff – including the bios for those who will be working with Magnolia directly – are provided later in this proposal.



CASE STUDY _aredo, TX STUDENT POPULATION: LOCATION: **DISTRICT:** Odysseyware.com | 877.795.8904 United ISD improved its graduation rate from 82.5% in 2016 94.1% Odysseyware **UNITED ISD GRADUATION RATE** 2013 93.2% 2011 88.2% 2008 to 94.1% in 2016 2008 82.5% 100% 95% 75% 70% 92% %09 55% 50% %06 85% 80%

CHALLENGES

contribute financially to their household and thus eave high school saying, "I'll figure this out later." district leadership is committed to ensuring that move frequently based on crop-picking seasons. these students do not become discouraged and which is the inconsistent school attendance of in the district to exit high school as parents of Jnited ISD faces a host of challenges, one of migrant students, who are under pressure to multiple children or facing drug abuse issues. n addition, it is not uncommon for students Despite these challenges—and others—the

NEW INITIATIVES

Migrant Population/Students Who Relocate Mid-Year, Excessive Absences, and Special Education. cohorts, and increase graduation rates. United implemented several programs to address the challenges it faces, particularly in the areas of other students, keep them on pace with their ISD currently serves 1,000 students through as part of its initiatives to support these and United ISD adopted Odysseyware in 2007 its partnership with Odysseyware, and has

Migrant Population/Students Who Relocate

complete their coursework regardless of location. some students out in the field, encourages this receive their Odysseyware login, a laptop, and In addition, support from teachers and school Mid-Year: Migrant students leave in early fall a "hot spot" internet connection so they can and don't return until mid-spring. Now, they counselors, including occasional visits with

Director of Curriculum & Instructional Technology student population to stick with their education Oftentimes, these students are the first in their for United ISD, estimates that this program has family to graduate high school. Judith Garcia, enabled dozens of students who would have and remain dedicated to their own success. otherwise given up on school to graduate.

Odysseyware, the district can accelerate students to earning their required credits in nine weeks so to excessive absences, in accordance with Texas students do not receive credit for a course due situation occurs most often in instances where Education Agency policies. Through the use of Excessive Absences: In some cases, students they don't have to retake an 18-week class. pass the state test but fail their class. This

Odysseyware enables Special Education students central point for managing information about that based on each student's Individualized Education student's learning progress, including any notes to experience consistency in learning. Teachers he teachers or specialists document from their specialists, the district uses Odysseyware as a Education student may be seen by different create customized courses in Odysseyware Program (IEP). And because each Special Special Education: District-wide use of time with the student.



Online Curriculum

Coordinator









CASE STUDY MARBLE FALLS, TX STUDENT PROFILE: LOCATION: **DISTRICT:**

Graduation rates increased 2.8% in 4 years

impact. 100 percent of kids who attend FCHS have failed end

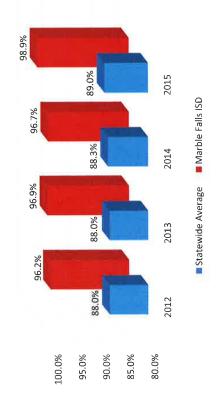
would have without the program. Test scores reflect that district is graduating 20 percent more students than they Saenz says that because of FCHS and Odysseyware, the

RESULTS

of course exams and fallen far short on the state STAAR tests.

Their progress is at a much higher rate than at traditional high Now nearly 100 percent of these students pass both exams.

schools in the state.



Odysseyware





CHALLENGES

anxiety prevent them from functioning well in High School, says district students often drop out because "real life gets in the way." Ninety According to Saenz, most students choose to academic failure or because stress, fear, and Vike Saenz, English teacher at Falls Career accommodates teenage parents, working percent of the Falls Career High School student population is considered at-risk students, and other struggling learners. attend because they have a history of a traditional school. The school also

NEW INITIATIVES

'At Falls Career High

School, students

realize they have the

Seven years ago the high school instituted the district, and also because of its impressive use The school uses Odysseyware in the areas of use of Odysseyware, in part because of the broad range of electives it offered the small of interactive multimedia to demonstrate concepts

History and a range of science courses.

Social Studies, Government, Economics, U.S.

between students and

students and also

oroduces an unusual camaraderie among feeling of 'we're all in

this together

Odysseyware digital curriculum allowed Saenz and personalize the curriculum for the eight to scratch. He says the program allows teachers teach, but teachers teach with the support of Our philosophy is that Odysseyware doesn't the program," says Saenz. The versatility of to create his own music history course from to "meet kids where they are" and to adapt **CUSTOMIZED LEARNING** 10 students in each class.

Falls Career High School

Mr. Mike Saenz **English Teacher**

BLENDED LEARNING

their own pace and gain the social skills that will drama class plays, allow students to proceed at presentations, round table editing groups, and echnology-based curriculum, the high school personalized experience, such as timely email lead to success in college and the workplace. nstruction and classroom activities such as Odysseyware combined with face to face can also provide students with a more Because of its limited enrollment and nessaging with teachers.

CREDIT RECOVERY

Although students may be short credits or have failing grades or past poor attendance, they can now make up for those shortcomings through curriculum and can do so to a great degree at Students can move more quickly through the their own time and pace, reports Saenz. the program's flexible options.

SUMMER SCHOOL

recover credits and get ahead on the curriculum, Odysseyware remains the central element of this growing program which currently serves Odysseyware to help high school students The district's summer school program uses more than 60 district high school students.

FRESHMAN ACADEMY PROGRAM

year's individual instruction that focuses on both academic and behavioral issues to prepare them The program, still in development, will allow 10 at-risk eighth grade students to receive a full or the mainstream classroom.





Falls Career High School Mr. Chess Long Principal





sometimes for the ability to succeed.

first time. This

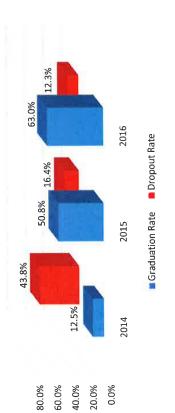
RESULTS

Since implementing Odysseyware, MVOA has seen a substantial improvement in its graduation rate for credit deficient students, as well as a sizeable decrease in its dropout rate.

College Bound:

2015/16: 4 students accepted to 4-year university 2016/17: 6 students accepted to 4-year university

Dropout rate decreased 72% in 3 years Graduation rate increased 404% and



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Odysseyware

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going to have to use it in college.



"Odysseyware teaches them skills, it teaches time management. They have 24 hours a day, they can accelerate if they want or they can just go by the calendar. Any type of learning style can be met."

Dr. Tammy Guzzetta MVOA Principal Moreno Valley, CA



CHALLENGES

Students from grades 9 through 12 participate in MVOA and their parents are heavily involved. Some students enter the program looking to avoid situations involving bullying, while others are working through anxiety or other health issues. Participation in athletics, and other extra-curricular activities provide motivation and successfully balance academics in this program. Middle and high school groups include English Language Learners (ELL) and students with Individualized Education Plans (IEPs).

MVOA also serves Graduation Opportunity (GO) which provides a path to graduation for credit deficient students, and adult education students seeking a high school diploma.

NEW INITIATIVES

Students interested in MVOA must submit an Alternative Education Committee (AEC) packet through their counselor. Packets include transcripts, discipline records, attendance, grades, and test scores. Dr. Guzzetta, the student's teachers and counselor confer before deciding. "If we have a student earned Ds in high school, but we look back at their middle school grades and their grades were As, Bs, and Cs, that student will probably make it through here with a little bit of tutoring, help, modification of the curriculum," she explains.

Curriculum options in Odysseyware enable teachers to design additional level-appropriate activities. Each grade level and subject area has its own lab, and schedules are posted on the MVOA website. Parents also give positive feedback on the user-friendly interface.

Middle School: The schedule includes a 30-minute daily session each morning for parents who have questions or would like to meet with the lab instructor in person. Odysseyware provides middle schoolers with an opportunity to focus, while their individual circumstances may not allow for this in a traditional classroom.

High School: For scheduling reasons, some students apply to participate in the online program. "If they pay attention, stick to [their required work], and don't fall behind, they can graduate early," says Dr. Guzzetta. "With a 3.0 GPA, they can go, as a junior, to the community college. Odysseyware opens all of that up." The one-on-one attention in the lab is instrumental in keeping these students on track for graduation.

Graduation Opportunity (GO): GO provides a solution in the form of credit recovery for juniors and seniors, paving a clear path to graduation. Most students come into this program with 100 or fewer credits, in a district that requires 225 credits for graduation. Today, 63% of students graduate with their peers.

Adult Education: The online adult education program, also headed by Dr. Guzzetta, provides Odysseyware during morning and evening hours to adult students earning their High School diploma. GED® classes offered in the evening utilize test prep features in Odysseyware to help students pass the 4 tests required to earn the GED. The Credit Recovery program requires in-person attendance once per week, while the rest of the work may be completed remotely.

With Odysseyware, students learn the technology, which is important because they're

Dr. Tammy Guzzetta MVOA Principal Moreno Valley, CA

NEW INCIDATIVE

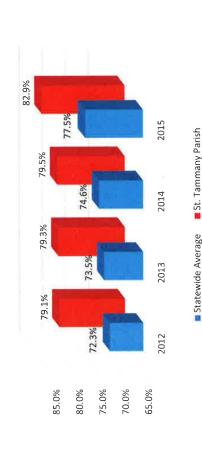
CASE STUDY

Special Education. This initiative will personalize learning for students as BLENDED LEARNING: Beginning in the fall of 2017, the district will be learning solution to more than a thousand high school students in expanding its use of Odysseyware to offer a customized, blended well as assist them to accelerate their individual progress.

Odysseyware gives coordinator Toni Rich the tools and flexibility to address, with customized and consistent learning, the challenges of:

- 500+ students a year
- Homebound learners
- Students in special education

STPPS Graduation rate increased 4.8% over the last 4 years



Saint Tammany Parish, LA students---including struggling and Increased consistency and access for credit recovery for a range of STUDENT POPULATION: homebound learners. digital curriculum. LOCATION: **DISTRICT:**

38.681 students

- Special Education



Odysseyware

Statewide Average

Odysseyware.com | 877.795.8904



"If the district did not provide the A3 Virtual Academy, many students would go without receiving a diploma. Being able to graduate with peers gives them the self-esteem to become productive members of the

Toni Rich A3 Virtual Academy Coordinator



CHALLENGES

The St. Tammany Parish Public School System (STPPS) boasts an "A" grade from the state's department of education, as well as numerous honors and recognitions that reflect its academic success with students. Nevertheless, the STPPS still faces many challenges. With a large number of high school students expelled for behavior problems each year, it was necessary to find a way to ensure these learners could obtain the credits they needed to graduate with their peers and go on to college and careers. Customizing the learning pathways for a large number of students in Special Education programs has been a difficult and time-consuming task for teachers.

SOLUTIONS

The A3 Virtual Academy program was created 12 years ago to assist with the credit recovery of secondary students districtwide. Today, Odysseyware digital curriculum, course consistency, and online access maximize teacher time and give students better learning options.

CONSISTENCY: According to current Virtual Academy Coordinator, Toni Rich, the Virtual Academy program has undergone growing pains, including teachers tasked with crafting a whole new digital curriculum for the subjects they teach. "Individual teachers were cobbling together their own online resources and the

esult was a somewhat inconsistent quality," says Rich.

Three years ago, the Virtual Academy began implementing Odysseyware, which solved the problem of inconsistency across courses. All students now receive the same curriculum in English, Social Studies, Science, Math, College and Career readiness and other areas.

CREDIT RECOVERY: With 24/7 online access to courses, Virtual Academy students have the flexibility to **complete activities at times convenient to them, which can accelerate completion from 18 to nine weeks.** "Students are tech-savvy and engaged," says Rich. "With this online one-on-one solution, behavior problems and socialization are no longer issues." Students especially enjoy Odysseyware videos, PowerPoint explanations and the ability to choose the text-to-speech voice that best suits

The dramatic impact of the credit recovery program is reflected in its 88 percent passing rate within a district where the overall graduation rate is 80 percent. This has allowed many formerly at-risk students to "walk the stage" with their graduating peers.

HOMEBOUND STUDENTS: Students who are sick or homebound because of physical impairments or other reasons can also keep up with their classes through the Virtual Academy's online class offerings.









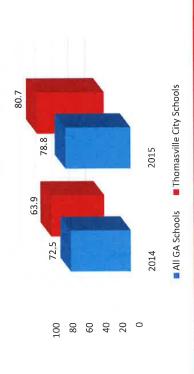
SOLUTIONS

opportunities to maximize learning time. One gifted student was faced with choosing between completing a required course or an AP course. Maximized Learning Time: For students who benefit from learning With Odysseyware, the scheduling conflict became a non-issue, as the student could complete the AP course virtually. The resulting outside of a conventional classroom setting, Odysseyware offers flexibility allows for optimization of each student license.

activities covered by the district that previously cost additional money are now covered by the district are free to students as part of the program's offerings. Minimized burden for families is part of value Minimized Financial Burden: Through the Scholars Academy, brought by Odysseyware.

Odysseyware is the students' ability to take responsibility for their True Flexibility and Self Pacing: The greatest benefit from own learning and be accountable for self-pacing.

26% Increase in graduation rate. Now exceeds state average.



Odysseyware

CASE STUDY Thomasville, GA

DISTRICT:

LOCATION:

O

STUDENT POPULATION









CHALLENGES



helps districts have too. You can have your public school that you love, and when we were in other things that be a part of that community, but flexibility to do weren't around Odysseyware also provide

Thomasville City Schools

day sessions.



with discipline issues. Students representing a

wide range of grade levels attend TCPC,

CENTER: Thomasville City's TCPC provides a placement alternative for about 100 students

THOMASVILLE CITY PERFORMANCE

their cake and eat it

Assistant Superintendent Dr. Daniel Oldham

administrator, New Beginnings is run in half-

prohibitive, it's critical for the district to have material as needed, so this brick-and-mortar an option where the staff can facilitate the eaching each of the classes directly is cost often at the same time. Since the cost of site uses Odysseyware as its curriculum.

inancial limitations, working with students with

ncluding maximizing learning time, managing

Three years ago the district faced challenges

accelerated or more segmented than it would

be in a conventional classroom.

mproving pacing, -whether that pace is

behavioral/disciplinary challenges, and

"We don't just sign

See you at the end

monitor them as of the year. We

they go through

with our own instructors."

them up and say,

is geared to students who have failed a course ACCEL: Thomasville's credit recovery program Students come to the lab for this program and attend the rest of their classes in a brick-andmove forward in their education or graduate. and need to receive the required credit mortar setting.

witnessed a real change: parents want more for

Since Thomasville City Schools implemented

NEW INITIATIVES

Odysseyware three years ago, they have

customize their education through a variety of

motions. Students and their parents can truly

their children than just going through the

Thomasville City Performance Center, ACCEL

credit recovery, and the Virtual/Hybrid

programs such as New Beginnings, the

NEW BEGINNINGS: This non-punitive, drop-

need to be placed into an accelerated level of

requirements on time. Facilitated by the

study to complete their graduation

current Thomasville City Odysseyware

back-in program is geared to students who

Grades 6 to 12: Students can participate in the Elementary. The district is looking to expand it virtual, and hybrid students. Prior to 2016, this attendance for electives or subjects chosen by the parent, and virtual attendance for the rest. broader group that would include a virtual lab accelerated college-prep program was limited and his colleagues considered their options in ooking for a way to market this program to a **VIRTUAL/HYBRID PROGRAM:** Dr. Oldham scholars Academy, now available to full-time, to its other elementary schools in the future. program, students can be fully enrolled, fully to accommodate homeschooled students as **Grades 3 to 5**: Currently available at Scott virtual, or hybrid, which includes in-school well as out-of-district students. In this to a brick-and-mortar setting.

Dr. Daniel Oldham





Assistant Superintendent Thomasville City Schools

PROPOSAL CONTENT

Full details of the bidder's Proposal including: general approach, methods, and explanations of how all RFP specifications will be achieved.

SCOPE OF WORK AND QUALIFICATIONS

At a minimum, the vendor and platform should provide solutions and meet criteria in the following areas:

 A catalog of core and elective courses for grades TK-12 that are aligned with University of California A-G requirements, including CTE and World Language courses.

A-G Courses

Over 120 Odysseyware courses – including Core courses, Electives, and CTE courses – have been approved by the University of California Office of the President for meeting A-G college entrance requirements.

Odysseyware currently offers over 40 core courses and electives in English Language Arts, Mathematics, Science, History/Social Science, World Languages, and Fine Arts. Additionally, Odysseyware offers over 50 CTE courses, in subjects including, but not limited to:

- Health Science
- Hospitality and Tourism
- Human Services
- Information Technology
- STEM

- Architecture and Construction
- Education and Training
- Finance
- Manufacturing
- Marketing

The following lists represent the 98 current Odysseyware 2017-2018 school year A-G approved courses. Also included are course submissions for approval, denoted by an asterisk.

CORE COURSES & ELECTIVES (TOTAL: 44)

ENGLISH LANGUAGE ARTS (8)

- English 9
- English 10
- English 11
- English 12
- English I Fundamentals
- English II Fundamentals
- English III Fundamentals
- English IV Fundamentals



SCIENCE (6)

- Earth Science
- Biology
- Chemistry
- Physics
- Environmental Science
- Integrated Physics and Chemistry

MATHEMATICS (12)

- Algebra I
- Geometry
- Algebra II
- Algebra i Fundamentals
- Geometry Fundamentals*
- Algebra II Fundamentals*
- Integrated Mathematics I: Common Core
- Integrated Mathematics II: Common Core
- Integrated Mathematics III: Common Core
- Pre-calculus Common Core
- Consumer Math
- Trigonometry

HISTORY – SOCIAL SCIENCE (11)

- World Geography
- World Civilizations
- World History, Culture, and Geography: The Modern World
- United States History, Culture, and Geography: Continuity and Change in the Twentieth Century
- United States History: Foundations to Present
- Principles of American Democracy
- Economics
- Civil War
- Psychology
- Twentieth Century American History
- Vietnam Era

WORLD LANGUAGES (5) (ODYSSEYWARE ACADEMIC SERVICES)

- French I
- French II
- Spanish I
- Spanish II
- Spanish III*



18

FINE ARTS (2)

- Music Appreciation
- Music History

CAREER AND TECHNICAL EDUCATION COURSES (TOTAL: 54)

AGRICULTURE, FOOD & NATURAL RESOURCES (6)

- Introduction to Agriculture, Food, and Natural Resources
- Agribusiness Systems
- Animal Systems
- Environmental Service Systems*
- Food Products and Processing Systems
- Natural Resource Systems

BUSINESS MANAGEMENT & ADMINISTRATION (8)

- Business Law
- Career Management*
- Office 2010 Applications I Microsoft Word®, PowerPoint®, and Publisher®*
- Office 2010 Applications 2 Microsoft Excel® and Access®*
- Office 2013 Applications | Microsoft Word®, PowerPoint®, and Publisher®*
- Office 2013 Applications 2 Microsoft Excel® and Access®*
- Principles of Business and Finance
- Small Business Entrepreneurship*

HEALTH SCIENCE (7)

- Introduction to Careers in the Health Sciences
- Careers in Allied Health*
- Nursing: Unlimited Possibilities and Unlimited Potential
- Physicians, Pharmacists, Dentists, Veterinarians, and Other Doctors
- Public Health: Discovering the Big Picture in Health Care
- Scientific Discovery and Development*
- Therapeutics: The Art of Restoring and Maintaining Wellness*

HOSPITALITY AND TOURISM (7)

- Food and Beverage Management*
- Food Safety and Sanitation*
- Lodging Operations Management*
- Marketing and Sales for Tourism and Hospitality*
- Planning Meetings and Special Events*
- Sustainable Service Management for Hospitality and Tourism*
- Transportation and Tours for the Traveler*



HUMAN SERVICES (2)

- Counseling and Mental Health Services*
- Early Childhood Development and Services*

INFORMATION TECHNOLOGY (6)

- Fundamentals of Computer Systems*
- Fundamentals of Digital Media*
- Fundamentals of Programming and Software Development*
- Network System Design*
- New Applications: Web Development in the 21st Century*
- Software Development Tools*

LAW, PUBLIC SAFETY, CORRECTIONS, AND SECURITY (3)

- Corrections: Policies and Procedures
- Fire and Emergency Services*
- Legal Services

SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS (STEM) (6)

- Engineering and Design
- Engineering and Innovation
- Principles of Technology and Engineering
- Science and Mathematics in the Real World*
- Scientific Research*
- STEM and Problem Solving*

ARCHITECTURE AND CONSTRUCTION (1)

Construction Careers*

ARTS, A/V TECHNOLOGY & COMMUNICATIONS (1)

A/V Technology and Film Careers*

EDUCATION AND TRAINING (1)

Teaching and Training Careers*

FINANCE (1)

Banking Services Careers*

GOVERNMENT AND PUBLIC ADMINISTRATION (1)

National Security Careers*



MANUFACTURING (2)

- Introduction to Careers in Manufacturing*
- Careers in Manufacturing Processes

MARKETING (1)

Careers in Marketing Research

TRANSPORTATION, DISTRIBUTION & LOGISTICS (1)

Careers in Logistics Planning and Management Services*

CTE

Odysseyware's 80+ CTE courses allow students to explore interests outside of the Common Core curriculum and to become better prepared for postsecondary success. Courses can be delivered fully online or as part of a Blended Learning model to supplement MPS' existing CTE programs. Providing online CTE courses also enables students who are not part of a traditional CTE program to explore career options. Odysseyware offers CTE courses in all 16 career clusters, listed below:

- Middle School Career Exploration
- Agriculture, Food & Natural Resources
- Architecture & Construction
- Arts, A/V Technology & Communications
- Business Management & Administration
- Education & Training
- Finance
- Government & Public Administration
- Health Science
- Human Services
- Hospitality & Tourism
- Information Technology
- Law, Public Safety, Corrections & Security
- Manufacturing
- Marketing
- Science, Technology, Engineering & Mathematics
- Transportation, Distribution & Logistics



Beginning in middle school, students have access to a variety of career exploration courses to help determine a beneficial career pathway. As students have an idea of their interests and abilities, middle school is an opportune time to introduce career development skills and to begin drafting post-graduation plans. Career clusters include a progression of related courses,



supporting students in their preparation for career pathway-specific certifications. This process is illustrated in the image below.



Each Odysseyware CTE course includes project-based assessments culminating in a capstone project, extending student knowledge and understanding as students apply what they learn in real-world situations. Embedded customization features allow for the creation of crosscurricular lessons, projects, and courses, enabling teachers to add CTE lessons to Core and Elective Odysseyware courses, and vice versa.

WORLD LANGUAGES

Odysseyware offers three levels of Spanish and French. Additional courses in German, Latin, and Mandarin are to be deployed in Spring 2018. These are available through our Academic Services offer, in which an Odysseyware teacher, certified in California, will help administer these courses.

Through Odysseyware Academy, we offer the following world languages:

ELEMENTARY

- Spanish I
- Spanish II
- French I
- German I
- Chinese I

MIDDLE SCHOOL

- Spanish I
- Spanish II
- French I
- French II German I
- German II
- Chinese I
- Chinese II

HIGH SCHOOL

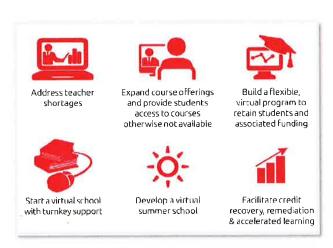
- Spanish I
- Spanish II
- Spanish III
- Spanish AP
- French I
- French II
- French III
- French AP
- German I
- German II
- Chinese I
- Chinese II Latin I
- Latin II



A team of certified teachers with proper endorsements.

ACADEMIC SERVICES
Odysseyware Academic Services
provides award-winning Core,
Elective, CTE curriculum, and
instructional tools with state-certified
teachers for grades 3-12. We also
provide instructional and support
services to schools and districts
looking to expand their course
offerings, address teacher shortages,
and retain students in need of a
virtual learning option. The image to
the right outlines the features
Odysseyware Academic Services

offers



Odysseyware Academic Services includes the support of teachers certified in your state, helping to address these common challenges below:

Program Highlights Your Needs 100+ state certified teachers **ADDRESSING TEACHER SHORTAGES:** 160+ Core semester courses, Grades 3-12 For specialized subjects due to lack of candidates and/or budget constraints. 80+ CTE courses To expand course offerings in CTE, Electives including: electives, world languages, test prep Fine Arts and/or AP® courses. World Languages To provide students with long-term subs **Health and Physical Education** during teacher FMLA or other extended AP Courses leave of absence Test Prep K-8 Remediation courses All within a single platform Students complete courses at any pace, **RETAIN STUDENTS** – and associated FTE anytime, anywhere - on their own schedule. funding – who are looking at schools outside of the Organization, and recruit those who As Odysseyware offers rolling enrollments, students may enroll any time of year. have left MPS. Students can work at school, home, the **VIRTUAL PROGRAMS** for homebound library - anywhere they access the internet students, alternative learners, and students and monitor their own progress with looking for accelerated options.



2	computer-based feedback and support from virtual teachers.
CREDIT RECOVERY AND/OR REMEDIATION for at-risk and struggling students.	Students are automatically assigned individualized learning paths based on diagnostic assessment results. With our SPARK K-8 remediation courses, students work on mastering foundational skills.
VIRTUAL SUMMER SCHOOL to alleviate logistical/staffing challenges associated with brick-and-mortar programs.	Our staff processes enrollments, communicates student progress to parent(s) and the school, and provides technical and academic support.
ACCREDITED and NCAA®-approved courses	Odysseyware Academy has received top accreditation from AdvancED® and NCAA.
TEACHER ACCESSIBILITY AND EASE OF USE for both students and educators.	Best-in-class Partnership Support Services including asynchronous and synchronous support through our message system, help notes, Academic Hotline, and Virtual Office Hours, as well as real-time SIS reporting

Please Note: Course offerings vary state-to-state and are subject to change based on our teachers' certifications.

Odysseyware Academic Services encompasses:

BASIC ENROLLMENT

- State-Certified Teachers
- Odysseyware Curriculum & System
- Grading & Feedback
- Weekly Live Office Hours
- Academic Hotline
- Technical Support Hotline
- Weekly Student Support & Communication

ACADEMIC ADVISEMENT

- Course Registration
- Student Orientation Support
- Weekly Student Progress Monitoring
- Proactive Communication with School/District
- End-Of-Course Management



CUSTOM COURSE CREATION

- Course & Content Renaming
- Content Removal, Resequencing & Additions

PARTNERSHIP SUPPORT SERVICES

- Implementation and Planning
- Formative Program Review/Planning
- Phone/Email Support
- Registration/Enrollment Support
- Progress Emails on Overall Program

PARTNERSHIP TRAINING

- Webinar training session preparing District staff to answer basic questions about the Odysseyware program
- Review student progress in Genius
- Communication with the Odysseyware Academy partnership manager
- Identify & promote best practices for online students

EXTENDED SERVICES

Services for students who need academic modifications & additional support

VIRTUAL SCHOOL PLANNING & CONSULTING

- Two-day workshop analyzing the need for a virtual school
- Review current districts' practices impacting virtual school development
- Develop an action plan & timeline to implement a virtual school

Districts utilizing
Odysseyware
Academic Services
have access to our
academic and
technical support.
This access includes
a real-time student
information system,
providing full
visibility to student
progress,
attendance, and
teacher
communications.





A catalog of mastery-based credit recovery courses

MASTERY-BASED LEARNING

Odysseyware's online digital curriculum provides the key elements schools and districts require to support a mastery-based learning program. Educators meet the needs of all students with personalized learning paths – allowing them to guide instruction – while students can steer the pace and elements of their learning. Students progress forward upon success demonstration, allowing students more time to master challenging concepts and skills. As such, students set goals for themselves, reviewing progress and therefore raising engagement and achievement levels.

Odysseyware provides key elements for personalized learning, including:

- Teacher-Facilitated Instruction
- Built-in Assessments and Reporting
- Flexible and Customizable Curriculum

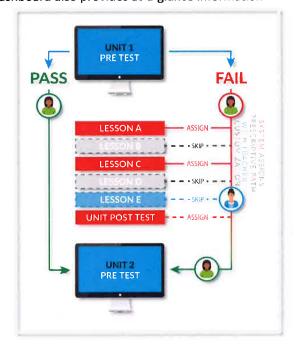
Additionally, the Administrator Portal – described in detail later in this proposal – enables educators to help accelerate student learning. The Administrator Portal dashboard allows teachers to view student progress, which is presented visually. As such, educators can address individual needs more efficiently and effectively. A unique drill-down feature shows data by campus, class, student, and assignment. The dashboard also provides at-a-glance information

on individual student performance, time on

task, and pacing.

Odysseyware provides a single platform for effortless navigation and ease-of-use; therefore, educators are not required to install, combine, or learn several programs, interfaces, or logins. Teachers and administrators can also customize courses to alter the sequence, insert lessons or projects from other Odysseyware courses, or create and incorporate teacher-authored content.

Our Prescriptive (CRx) mode determines the content a student has already mastered and the skills requiring development, automatically customizing the content of a course; the student is exposed only to the lessons and activities pertaining to the content the student requires to complete the course. This is not only much more engaging



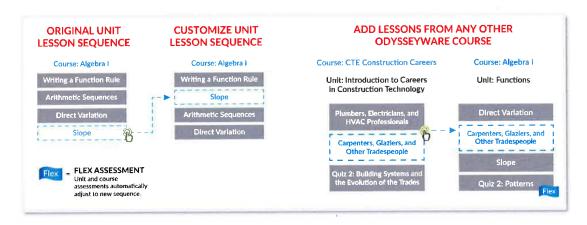


for students, but also builds efficiencies into Intervention and Credit Recovery programs, speeding up a student's ability to finish a course and get back on track towards graduation.

Throughout the program, teachers have access to a variety of reporting dashboards allowing them to track progress and monitor student achievement. If a student is struggling or accelerating, teachers using Odysseyware have many ways to adjust their students' learning to accommodate for their change — such as stopping the program to offer additional help or adjusting assignments to challenge students.

COURSE CUSTOMIZATION

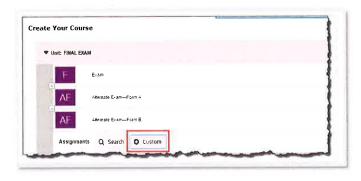
Although each Odysseyware course is complete and can be delivered as is, these courses can also be customized. From the Administrator Portal, educators may access any course in the library and modify it. Instructors may assign groups of lessons within a unit to their students or pace the lessons as they wish, customizing the pace of the course or augmenting their own syllabus with new content. As demonstrated below, they can reorder lessons to match their class pace, remove content they may find irrelevant, and include content from any other course.



This last feature is particularly appealing to creative teachers. It can help answer the age-old question, "Why do I have to learn this?" Teachers can customize courses by drawing lessons from any Odysseyware course; they can even include a lesson from a CTE course in a Core academic course. If a teacher, for example, has a group of students in his Geometry class who is interested in construction, he may insert a lesson on roofing just after introducing the concept of calculating slope. This customization feature offers teachers and their students an incredible range of learning possibilities that build relevance and help students engage.



The platform allows teachers to customize pacing, adjust syllabi, leverage prescriptive learning plans, and manage cross-curricular course content. Odysseyware also gives teachers the ability to build their own content. The Teacher Authoring Tool empowers teachers to create anything from a single lesson, project, quiz, or test – to an entire course. The tool can also be



used to easily customize, enhance, or alter existing Odysseyware lessons.

Featuring an intuitive interface and drag-and-drop functionality, the Teacher Authoring Tool allows educators to embed a rich variety of content into their lesson plans, such as: Web 2.0 tools, videos, animations, and text and learning games and activities. Odysseyware's drag-and-drop course customization feature allows instructors to order units and lessons to reflect the required or preferred course scope and sequence. This feature also assists instructors in aligning their courses with established standards and to address individual learner needs.

The customization features allow teachers to:

- Insert units, lessons, projects, or quizzes from other Odysseyware courses
- Add teacher-created custom lessons and projects
- Delete or skip lessons
- Set individual course levels for every student
- Adjust the instructional sequence of Odysseyware courses
- Create cross curricula courses and resources



Once created, these assignments can become part of a course authored completely by the educator or integrated into a created course using existing Odysseyware content. These lessons can also be shared, so if a collection of Magnolia's greatest educators were to draft their most successful lessons, these will be available to all teachers using the program.

Additional information regarding Odysseyware's Teacher Authoring Tool is available on our website at the following link: https://www.odysseyware.com/teacher-authoring-tool.



As teachers or curriculum teams create custom courses by adjusting scope and sequence and adding newly authored lessons, the Odysseyware platform automatically creates and updates corresponding assessments with our Flex Assessment technology. Tests and quizzes are created based on the lesson sequence and custom course content so only appropriate test content is delivered to students. This is yet another method in which Odysseyware ensures the content delivered to students remains fresh, relevant to students' interest, and highly engaging.

NWEA PARTNERSHIP

NWEA™ and Odysseyware have partnered to enhance MPS' capacity to act on rich Measures of Academic Progress® (MAP) Growth™ assessment data and assist students to

grow further, faster. NWEA MAP Growth assessment results can now be imported directly into Odysseyware to generate individualized learning paths, using curriculum lessons that support each student's area of instructional need — whether for remediation or enrichment.

Odysseyware's prescriptive learning paths address major goals and topics in math, language, and reading.
Additionally, the content sequence reflects developmental levels along the MAP Rasch Unit (RIT) scale – a performance metric comparing each student's



achievement to national grade level norms, including state standards and Common Core. Odysseyware's visual displays show student performance relative to national grade-level norms and our customization tools enable teachers to enroll full paths or focus on specific goals or topics.

 A secure, electronic learning management system that permits real-time visibility to each student's progress and login information.

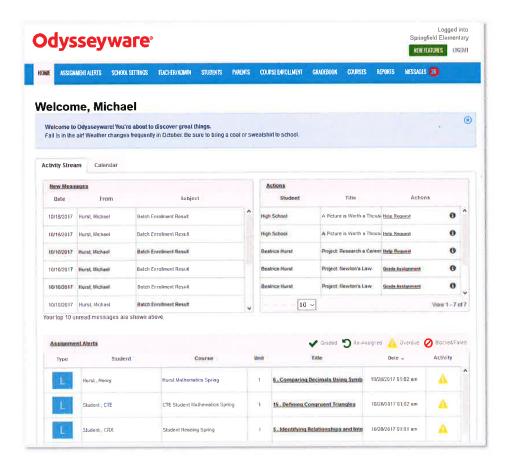
Odysseyware provides teachers, students, and parents with role-specific interfaces. These interfaces permit real-time visibility, monitoring student's progress, time logged in, and course progress. Additional information regarding Odysseyware's three interfaces are provided below.

ADMINISTRATOR PORTAL

Administrators access the website through the same login page as students, providing users with real-time, immediate, relevant, and timely information – such as student progress,



messages from students, actions required, and alerts about student assignments. The image below is an example of the Administrator Portal Home Page.



Upon logging in, teachers view a list of actions which functions as a quick "to do" list from which they can grade assignments, make new assignments, or address help requests. Assignment Alerts provide an up-to-the-minute view of every student's recent progress requiring immediate teacher attention. For example, if a student has missed a deadline for his assignment, an alert on the "to do" list may prompt a teacher to contact the student about the missed deadline and reassign the lesson.

The navigation bar across the top of the home page gives teachers an opportunity to dive into a variety of features and capabilities, such as:

- Adding New Students
- Adjusting Course Content

- Managing Username/Passwords
- Generating Reports



For example, selecting the "Student" tab allows the teacher to review an individual's performance and to adjust their assignments or re-assign an assessment for a re-take.

Teachers gain access to the reporting dashboard via the Administrator Portal. Teachers use the reporting dashboard to view student progress, generate class reports, and even create grades. The granularity of insight provides great diagnostic potential for teachers. For example, instructors can view the amount of time a student spends on a lesson or project; this is a valuable tool in determining why a student might be failing. If a student were spending only a few minutes on a lesson, he is likely disengaged. This might explain low performance or raise a flag to an instructor that something may be wrong.

In this instance, an instructor may perform the following actions:

- Freeze the course
- Block an upcoming assessment
- Contact the student directly

This granular level of insight, coupled with a variety of Administrator tools, makes it possible for virtual teachers to identify student need early and intervene in very helpful ways.

The two overarching concepts of the Administrator Portal are relevance and ease of use. Time sensitive, critical information is displayed first, and role-based user profiles make it possible for administrators to access only information pertaining to their work. Additionally, the system is lean in design and allows administrators to access their portal from essentially any computer with an internet connection and a compatible browser. Odysseyware uses HTML5, so there is no need for users – teachers or students – to download plug-ins such as Flash.

It's important to note that once a teacher logs into this site, their experience is the same regardless of what courses they may be administering or what grades they may be teaching. Instructors do not need to log out and back in to manage a different set of students or courses. The interface is consistent – teachers always know what to expect. Information is prioritized with instructors' needs in mind, who will not need to be trained on the use of different systems.

This uninhibited access to different courses and consistent platform experience yields amazing opportunities for creative teachers interested in building cross-curricular courses that are more relevant – and therefore more engaging – to their students.

Additional information regarding Odysseyware's reporting features are provided later in this proposal.



STUDENT PORTAL

Students access Odysseyware courses by using their unique user name and password online. Once logged in, students are immediately taken to their individual page, where they gain access

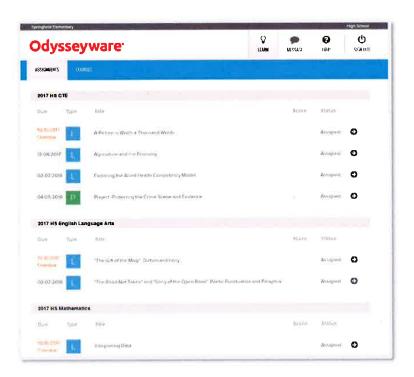
to assignments, correspond with teachers, and view their progress reports.

The first time a student visits the site, they will view a short video introducing the site and providing helpful hints, as evidenced in the image on the right.

Students will also learn how to get help if needed – throughout the site a question



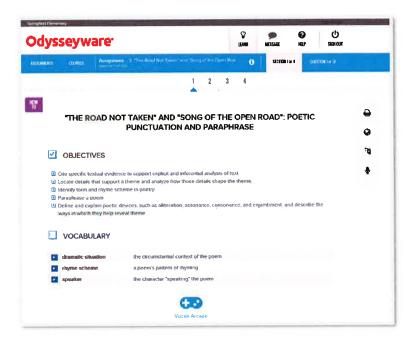
tab is available, providing students with a toll-free number to call if experiencing technical issues. Additionally, students may contact their teachers for content-related questions at any time through this page. Once the students watch the short video, they are prepared to begin their courses, understanding the proper steps to be taken if they ever encounter an issue.



Each course contains a list of lessons, projects, quizzes and tests a student may simply click to launch, an example of which is provided above. Upon opening a lesson, the student immediately views the lesson title, overview, and objectives. This assists the student in understanding the purpose and outcome of their work as they proceed through the lesson.



Following the lesson overview, important academic vocabulary is highlighted to introduce students to new terms they will need to understand the lesson. The presentation of this vocabulary follows Marzano's models, providing exposure to the words and an opportunity to interact with the words in an arcade game feature, introducing the new term in a fun way. An example of this page is provided below.



Lessons are composed of an even mix of text and media. This is intentional. Odysseyware has found that text-heavy lessons tend to be difficult to maintain student engagement and lessons with long, lecture-like videos also lose student attention. By providing appropriate text length, students can develop the reading stamina needed to succeed on standardized tests as well as in the workplace.

Odysseyware lessons use a social-media approach to video incorporation, keeping the video content short and relevant. Students have full control over the video, pausing or navigating to a specific portion of the video for note taking or review. Odysseyware courses also incorporate interactive elements, such as puzzles and games, to further engage students. The mélange of learning elements contained within each lesson establishes a great pace to keep students actively learning.

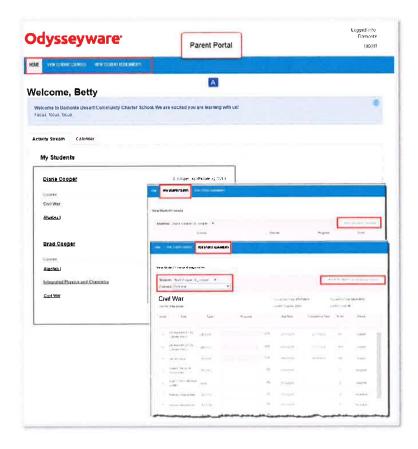
PARENT PORTAL

Odysseyware also provides teachers the ability to share information about student progress and assignments with parents. Parents and guardians have access to a Parent Portal, allowing them to review students' progress in courses and assignments, view the school calendar, and



run student progress reports. This is great way to maintain parent engagement in their child's learning and establish a positive connection between parents and teachers.

The information provided on the Parent Portal provides detailed accounts of completed work, missing work, and assigned work. Features including group messaging and a calendar also make it possible for teachers to notify parents of important upcoming events, such as conferences or tests.



Multiple students can be linked to a parent's portal page. In the illustration above, Betty can view the progress of both of her students' activity from a single landing page. This makes it incredibly easy for parents to check in and stay active in their family's learning.

Adaptable courses to meet IEP and 504 needs.

ADAPTABLE COURSES FOR INDIVIDUAL STUDENTS

The Odysseyware platform delivers a variety of accommodation supports for students with disabilities, adapting courses to meet both Individual Education Plan (IEP) and 504 needs. For



example, visually impaired students may listen to read-alouds of content available in six different voices and six fluency rates. Videos are transcribed, and graphics have been alt-tagged for read descriptions as well. All videos are transcribed for students with hearing impairments.

Teachers may make student-level modifications to adhere to a student's IEP or for students requiring additional time to complete a course who may benefit from different types of evaluation. For example, if a student requires additional time on a particular course, the instructor may adjust the due dates, as well as the number of attempts the student is allowed in completing a lesson or assessment. Instructors may also take an IEP into account when setting grade weights on assessments. Odysseyware offers targeted Professional Development to help teachers optimize their use of our program in additional instruction settings, such as Special Education or Intervention.

Using Odysseyware, instructors can also modify the content of a course to deliver unique lessons or activities most appropriate for students with special needs. This grants teachers greater control over what their special education student may see, the pace at which they are working, and how they are being evaluated. These modifications are completed at the individual student level, not a class level, so students receive a customized course appropriate for their specific need or IEP.

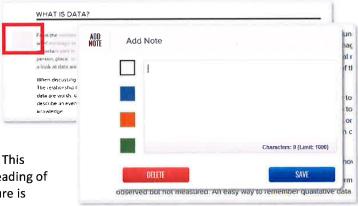
Although the Odysseyware platform includes many native applications – described below – assisting students with special needs, the program is web-based and therefore any third-party device, such as refreshable Braille readers or text enlargement devices – i.e. Dragon Speak – may be used with Odysseyware content if the devices are compatible with the computer and browser used when accessing the Odysseyware platform.

Some of the features especially helpful for students with disabilities include:

GHOST TABS

Along the margins of the text, students can hover over "ghost tabs," which call forth a note pad where students may insert their observations or notes to themselves. These notes may be printed out for later use, color coded, and maintained for as long as the

student is enrolled in the course. This feature enables students close-reading of the text. An example of this feature is provided below.





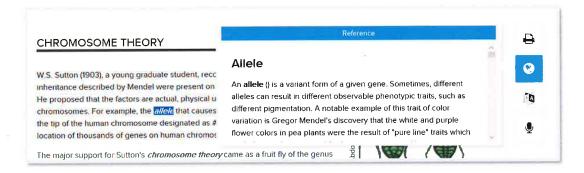
TRANSCRIPTS

With each video, a written transcript is available. Students may simply click the "transcript" option to view written text of what is said in the video. This is especially useful for students with hearing impairments. This can also help students taking notes. An example of Odysseyware's transcript feature is provided below.



LOOKUP

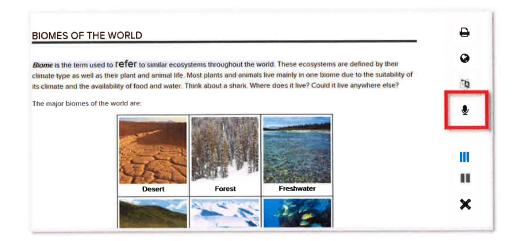
A small bar on the right side of the page gives students the ability to look up words or terms that may be new to them. If a student encounters a term they do not understand, they simply highlight the term and click the globe icon. This accesses the internet, retrieving relevant definitions to help the student understand the term immediately. There is no need for students to leave the program to search independently for unfamiliar terms — it's embedded directly in the program. Please see below for an example of this feature.



READ ALOUD

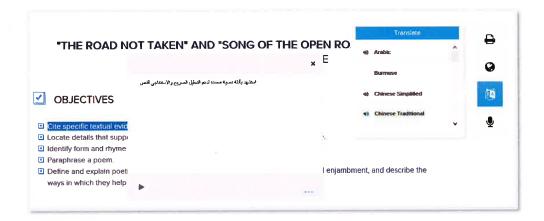
For young or emerging readers, unfamiliar or difficult to understand text may be read aloud. The student need only to highlight the text and click the speaker icon to launch a read-aloud feature. The student will also have the option to choose from several different voices when using this feature. Any text on the screen may be highlighted and read aloud for the student.





TRANSLATION

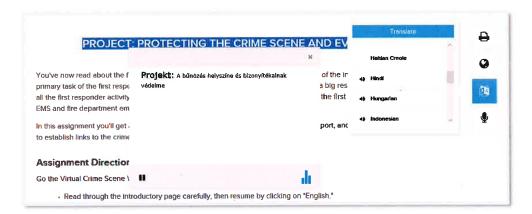
This feature is exceptionally important for English Language Learners. If a student is struggling with English, Odysseyware provides the opportunity to translate any text on the page into 23 different languages. As with the features mentioned above, the student simply highlights the text and clicks the translation icon. A pop-up screen appears with the text translated into that student's selected language. An example of the pop-up screen is provided below.



AUDIO TRANSLATION

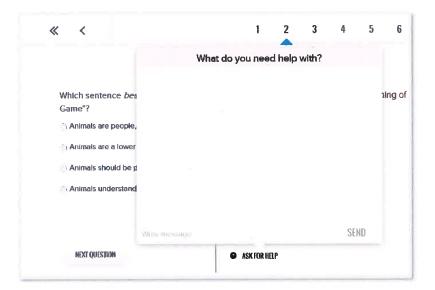
If a student is an emerging reader, an English Language Learner, or if they are not fully literate in their native language – the student may click the play button within the translation box; an interpreter will read the translated text aloud for the student. This is extraordinarily helpful for teachers who are not native speakers and have struggling students with different language challenges. An example Odysseyware's audio translation feature is provided below.





MESSAGE

Students may at any point write a note to their teacher using the message tab. When the student clicks the message icon, a text box opens into which the student may add a question or comment that is sent to their instructor. The message is linked to the specific question or lesson the student was viewing at that time. For example, if the student submits a question as vague as "I don't understand," the corresponding lesson content appears when the teacher opens the message. As such, there is no need for teachers to follow up or spend time tracking the student work to decipher the question because the information is already provided. Please see the image below for an example of the message feature.





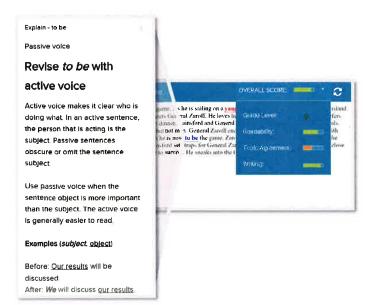
WRITING TOOL

Odysseyware incorporates writing across the curriculum. Our writing tool offers students extensive support, providing word count figures, spelling and grammar check tools, as well as targeted and live feedback advising students on methods to strengthen their writing.

The system also provides an overall writing score accounting for:

- Grade Level Writing Abilities
- Readability i.e. sentence form and complexity
- Overall Topic Agreement i.e. lesson vocabulary word utilization

Although the teacher has the final decision on a students' writing grade, the system provides great feedback and support to strengthen writing skills. The image on the right is an example of the type of direction student may receive when utilizing the Writer Tool.



The features listed above are available throughout the platform for every course.

Adapting the student learning experience may be one of Odysseyware's greatest strengths. The program offers teachers a variety of ways to customize courses to engage students on a personal level. For example, a teacher who recognizes that one of her students is interested in architecture, could add lessons and activities related to this subject in her course on Geometry – adapting the course either for the specific student or entire class. This type of course customization is boundless with Odysseyware, engaging students by demonstrating real world concepts and adapting the curriculum to meet student needs.

Teachers may add, remove, reorder, or modify lessons within a course to meet their own pacing or adjust content that may have already been covered or deserves additional emphasis. Using the program's pacing guide, teachers can individualize each student's learning calendar by setting start and end dates for each enrollment and assign deadlines for completing each lesson and assessment. Students, parents, teachers, and administrators are then able to monitor progress to see if the student is on track, behind, or ahead of schedule. Teachers can also manage time on task, pace assignments, manage assessment attempts, and adjust the length of the course. A mastery mode – described above – may also be used to automatically adjust the amount and type of content a student will see based upon the student's test scores.



 Data to draw reports from such as course completion percentages, grades, student activity time, etc.

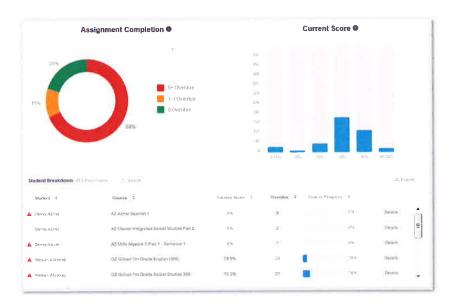
REPORTING

Odysseyware dashboards allow real-time data to inform instruction. They provide teachers the tools needed to evaluate student performance, determine the level of student mastery, intervene if necessary, and make changes to strategy.

The easy-to-use interactive dashboard provides:

- Visual reports of student progress for individuals
- Comprehensive view of all students assigned to the teacher
- Comprehensive view of all students assigned to the campus for administrator view
- Teachers are able to quickly identify at-risk students
- User-friendly export function for both teachers and administrators to share with students and parents
- One-click access to the Odysseyware gradebook

An example of Odysseyware's report dashboard is provided below.



The actionable data included in the Odysseyware dashboard represents essential progress measurements for students. This includes several score figures, including current score by activity type, average score, and relative score. Teachers can also view the time students are logged in and the amount time spent on a specific task. Course progress graphs are also



available, showing percentage completion and the current average score. The image provided below reflects Odysseyware's progress measurement dashboard.

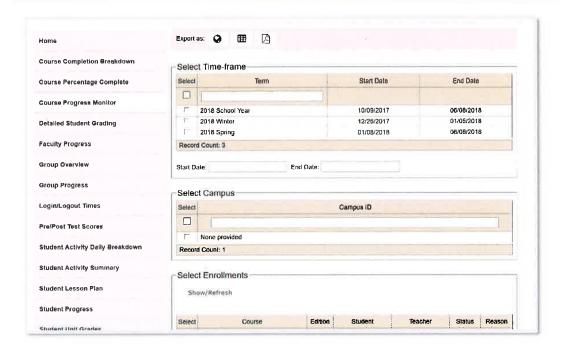


The reporting dashboard appears whenever teachers and administrators click the Reports Tab present in the Administrative Portal, which was described in detail above. The dashboard is one of many reporting options already available for teacher and administrator use.

Within the Odysseyware Learning Management System, teachers and administrators can monitor student progress and generate data reports such as pre- and post-test scores, student activity summary, student unit grades, detailed student grading, track grade overrides, and more.

Administrators can generate reports, grouping data by individual student, groups of students, class, campus – which could include a school or group of schools – teacher, course, and more. This sorting is available for most of the activity reports listed in the left-hand column of the screenshot below:





All reports may be exported in different formats – including Excel and PDF – allowing teachers to share them with administrators, teachers, parents, and students.

The following reports are available in Odysseyware:

COURSE COMPLETION BREAKDOWN	Shows administrators course progress for all students in each course by decile percentage
COURSE PERCENTAGE COMPLETE	View the percentage of course completion along with the current scores for completed assignments
COURSE PROGRESS MONITOR	Shows administrators the number of students who are behind, on target, or who have not yet started a course
DETAILED STUDENT GRADING	Monitor student grades at the assignment, unit, and course levels along with time on tasks
FACULTY PROGRESS	Displays teachers' daily to-dos for their students



GROUP OVERVIEW	View the course grade and percentage complete by course for all the members of a selected group
GROUP PROGRESS	View the average course grade and percentage for your group by enrollment
LOGIN/LOGOUT TIMES	See how much time students spend logged into their student accounts
PRE/POST TEST SCORES	Monitor growth through a pre-test/post-test score comparison for courses using Course Prescriptive (CRx) Mode
STUDENT ACTIVITY DAILY BREAKDOWN	A detailed log of students' daily activity in their courses
STUDENT ACTIVITY SUMMARY	Calculates student time-on-task for each enrolled course over a specified time frame
STUDENT LESSON PLAN	Observe all student assignments for courses along with their due dates
STUDENT PROGRESS	A comprehensive look at your students' scores, progress, and time on task
STUDENT UNIT GRADES	Monitor student scores unit-by-unit along with their cumulative scores for completed units
TRACK GRADE OVERRIDES	Shows changes to student assignment grades and what teacher made them

Have (3) three plus years' experience providing mentioned services.

Odysseyware possesses nearly 20 years of experience performing the services described in Magnolia's RFP.

Agree to a year-to-year non-exclusive contract.

Odysseyware agrees to a year-to-year non-exclusive contract.



PROPOSAL REQUIREMENTS

The desired partner is one who has provided a wide-range of products and services to small, medium and large-sized institutions. It is expected that the selected company will be able to provide the following information:

1. Provide an overview of the system. Attach any relevant marketing materials and data sheets in the Appendices.

PRODUCT OVERVIEW

Odysseyware is a leading provider of award-winning, online curriculum and eLearning solutions for public, virtual, charter, and alternative schools. Odysseyware serves over 5,000 schools nationwide and serves several hundred thousand students daily, who are enrolled in at least one course. Odysseyware's learning tools provide administrators, teachers, and students with powerful learning solutions that can be utilized in a myriad of instructional settings including Credit Recovery, Home Study, Blended Learning, and more. Our complete online course library is delivered to instructors and students via an online platform, delivering Individualized instruction and customizable content, thereby meeting the unique needs of each student.

Odysseyware curriculum includes:

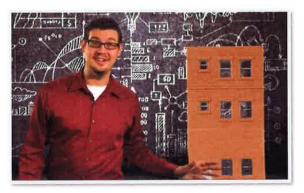
- 300+ Core Semester Courses for Grades 3-12
- 80+ Career Technical Education (CTE)
 Courses
- AP® Courses
- Test Prep
- K-8 Remediation Courses

- Electives
 - Fine Arts
 - World Languages
 - Health and Physical Education
- 30+ Social-Emotional Learning (SEL)
 Courses

A complete course guide is provided in Appendix A. As noted below, the courses we include with this proposal provide MPS instructors and students with abundant opportunities to grow and work towards graduation.

As students work on their courses, they have opportunities to demonstrate their knowledge in projects and with a variety of different assessments. Each lesson contains questions a student must answer to complete the assignment and advance through the course as determined by the instructor. Both formative and benchmark assessments are included within the courses at appropriate moments, so instructors can monitor student progress and intervene appropriately throughout the student's learning.





The platform is entirely web-based and hosted by Odysseyware. Students and teachers only need a username, password, and internet connection to access the program; no plug-ins or apps are required — only a browser.

Odysseyware offers several options for integration, including the use of Clever and API development with most district information systems to assist with rostering and reporting. Prior to integration,

Odysseyware technology experts will collaborate with implementation teams to evaluate and create a plan that works best for MPS.

Odysseyware employs a highly-talented team of experts to assist with training and support. At the beginning of our contract, an implementation specialist shall work with MPS leaders to create a training and implementation program meeting your specific needs.

- 2. Describe the features, functions, and capabilities of your system as they relate to these key aspects of MPS:
 - a. Catalogs of variety of courses built specifically for students' grades TK-12, scope of sequence, standard correlation, types and features including virtual labs.

CURRICULUM

Odysseyware offers MPS our entire course library. This provides instructors and students with access to Core academic programs, Elective courses, and CTE courses. Additionally, the courses are aligned to the California State Standards; every content build begins with the applicable state standards to which we refer in all phases of development. This ensures each course covers what it needs to cover.

Each Odysseyware course is comprised of multiple units containing lessons, projects, quizzes, and tests. These are sequentially arranged according a prescriptive learning path. The lessons contain learning elements such as:

- Vocabulary Games
- Interactive Labs

- Videos
- Text

The content provided within each course mixes different types of media, ensuring the student remains engaged. Written text is augmented with short videos and interactive games, creating a variable experience, while simultaneously employing a Gradual Release of Responsibility —



students first see a demonstration of a new concept, then have an opportunity to engage and practice, until finally they are able to demonstrate the concept themselves.

Courses include a mixture of real world and online lab activities and experiments. Each Course Overview lists all the experiments and activities within that course, as well as any required materials. All lessons, projects, and experiments are a part of the course itself. There are no additional costs or third-party products required.

The curriculum is designed to empower students to build proficiency and progressively move toward content mastery, capture accomplishments, and engage in rich and challenging realworld concepts. The interactive learning activities, direct-instruction videos, and multi-media content emphasize real-world scenarios. Students complete performance tasks and projects at higher levels of Depth of Knowledge (DOK) to develop and apply skills to complex, real-world situations.



Instructional content includes

current, relevant images to illustrate concepts and provide contextual clues, and simulations with which students can interact – either directly in the system or apply as real-life science and field data gathering experiences. An example of this feature is provided below.





The content design supports and encourages student engagement and student motivation with the following activities and resources:

- Student Feedback & Progress
 Monitoring
- Interactive Games & Activities
- Virtual Labs for Math & Science
- Interesting & Relatable Readings & Texts
- Re-Teaching Options
- Translation Read-Alouds
- ELL & Special Education Supports

- Personalized Learning Plans
- Authentic Learning Environments
- Inquiry-Based Instruction
- Active Thinking
- Ability to Customize Content
- Consistent & Easy to Use System
- Notes and Reviews
- Real World Applications

The standards-aligned lessons, projects, and instructional tools establish the goals of the instructional activity, provide background knowledge, present the learning objectives in a larger conceptual context, and introduce key academic vocabulary to prepare students for learning. The system incorporates a wide range of instructional models with the ability to customize and personalize learning for each student. As part of the lessons, students learn to use and apply content learning and higher order thinking skills via interpretation of data within spreadsheets, writing and editing, and word processing activities.

Interactive labs provide opportunities for students to engage with simulations for scientific inquiry using dissection tools or other science-related tools available online or within the classroom. Students also have the opportunity for more advanced exploration of content-



specific tools via CTE and other elective options, or through integration of lessons via Odysseyware course customization options.

In each case, the design is used to enhance the student experience, replicating a real-world experience. In the forensics lab, for example, students may not only explore a virtual crime scene, but also analyze evidence using tools similar to those used by investigators. In the following image, students learn how to identify the age of a recovered victim by using tools that compare site photos with stock images to determine the relative age of the victim.



SPARK

SPARK is a flexible and media-rich set of content-based assessment tools and instructional materials designed specifically to address the state standards for grades K-8. Used for remediation and intervention for middle and high school students, SPARK creates individualized and prescriptive learning paths based on students' individual level of skills mastery. This provides students with extremely efficient and targeted skills practice. Teachers can easily search SPARK and our elementary curriculum by standard and assign specific lessons for concept recovery and intervention.

ADVANCED PLACEMENT (AP) COURSES

Odysseyware AP® courses are developed by seasoned AP teachers with years of successful experience assisting students in meeting the rigorous requirements of the AP subject area exams. Additionally, the instructors who developed the courses have a 90-percent or higher student passage rate on each of the AP subject area exams. These Blended Learning, college-level courses prepare students for the AP exams and are meant to be used in conjunction with – and integrated into – brick-and-mortar classrooms.

Odysseyware AP courses are College Board reviewed, which authorizes schools to use the AP designation and appropriately weigh student GPAs on their transcripts. Highly-qualified and



state certified teachers are also available to instruct these courses through Odysseyware Academic Services and Academy.

Odysseyware offers AP courses in the following subjects:

- Human Geography
- US Government and Politics
- Macroeconomics

- English Language and Composition
- Calculus AB
- Comparative Government and Politics

SOCIAL-EMOTIONAL LEARNING

Odysseyware also offers an additional level of support to our partners and their students via an engaging, relevant SEL program. Through BASE

Education, Odysseyware delivers comprehensive SEL courses with program features — expanded upon below — designed to support the whole learner. Students and districts may use BASE Education in prevention or intervention settings, providing effective, relevant



support to students who need help dealing with social or emotional issues.

BASE Education is a revolutionary online program proven to increase SEL for students in grades 6-12. BASE Education's innovative features are designed to provide students with opportunities to communicate directly with caring adults, inviting students to ask for help in a safe environment. It also allows a skilled adult to follow-up with productive, effective conversations.

With BASE Education courses, districts reach more students who may be struggling to complete their academic work due to personal hardship, or those who have been identified as requiring additional, personal intervention. MPS may utilize the BASE Education platform in a variety of ways, including:

- Health Credits
- Suspension & Expulsion Alternatives
- Detention
- Group Dialogues

- Behavioral Interventions & Stabilization
- IEP Planning
- Family Cohesion

The BASE Education program is based on a systemic approach to support student SEL by connecting parents and guardians, educators, and skilled counselors and administrators. Each BASE Education course provided for students is matched with a companion course designed specifically for adults to provide support and have meaningful conversation with students regarding sensitive issues. Further, adults can access student responses within the system for immediate intervention via FirewordTM detection and alerts and text deletion tracking. These features support intervention – sometimes life-saving – to avert harm and invite students to engage in problem solving with a skilled adult.



The BASE Education SEL program is designed to build rapport and leverage a strengths-based approach. The research-based design is aligned to the Collaborative for Academic, Social, and Emotional, Learning (CASEL) competencies, Multi-Tiered System of Supports (MTSS), and Positive Behavioral Interventions and Supports (PBIS) best practices. Each course supports students learning about social and emotional issues and invites reflection while developing problem solving strategies.

Some of the benefits BASE Education provides to students, schools, and communities include:

- Increasing Student Engagement
- Improving Student Retention
- Promoting Early Detection/Swift Interventions
- Supporting Classroom Stabilization
- Extending Professional Development
- Diversifying and Enhancing Service Offerings
- Increasing Student/Adult Connections
- Connecting Schools to Parents
- Decreasing/Preventing School Violence

Benefits

School and Community Benefits



Emotional Learning Meaningful introspective thinking, navigate feelings, and empowered to make changes



Increased Engagement
Keep students participating and
functional in class



Scalability of Help Counselors can monitor and help students in less time



Retention
Schools have
actionable data &
clear pathways to
intervene

A research study conducted at Excelsior Youth Center found that students enrolled in BASE Education courses demonstrated increased performance in both math and reading related subjects. Teachers also reported that BASE Education improved the behavioral, emotional, and social functioning of over 90-percent of students.

Supplementary surveys conducted found that 81-percent of students enrolled in BASE Education were able to open up about difficult issues. Additionally, 88.9-percent of students surveyed said they told the truth using the system, even when it was not easy to do so, and 94-percent of teachers surveyed saw an overall improvement in academics as well as classroom behavior. Most importantly, the study found that BASE

"Our students are learning that their current level of functioning or their current defense mechanisms (and) coping skills need work and what they say or do can have cansequences."

SCHOOL SOCIAL WORKER
DENVER PUBLIC SCHOOLS, CO

Education intervened in 56 suicide plans or ideations and prevented one school shooting.



CONTENT

BASE Education offers a broad range of courses covering relevant, current social and emotional learning topics. Courses are designed by experts in the field – licensed clinicians, psychologists, and expert collaborations with national agencies, such as the DEA and FBI. Further, BASE Education courses are reviewed and updated each summer to ensure content addresses the most current research and best practices.

Courses range from 30 to 90 minutes, although multi-part courses – such as the substance abuse courses – may take several days to a week to complete. Students may also take breaks, and select activities, such as games, guided meditation, and listening to music.



The current course list includes the following topics:

- Adrenaline
- Anger Management
- Avoiding Exploitation
 - Developed in conjunction with iEmphatize
- Black and White Thinking
- Bullying and Cyberbullying
- Character Traits
- Coping Strategies
- Cultural Implications within Family
- Digital Citizenship
- Future Goals
- Getting to Know You
 - Developed in conjunction PALS4ED

- Healthy Communication
- Impulsive Decision-Making
- Irrational Thinking
- Learned Helplessness
- Motivation
- Primary and Secondary Impacts of Behavior
- Putting It All Together
- Raising Awareness About Opiates
 - Developed in conjunction with the FBI and DEA
- Refocus
- Refusal Skills
- Restorative Practices



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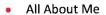
- Self Esteem
- Strategies for Successful Return to School
- Substance Abuse (30 Modules)
 - Developed in conjunction with Act on Drugs and FBI
- Talking to Parents and Guardians
- Talking to Peers
- Truancy
 - Developed in conjunction with NCSE
- Vision of Self

BASE Education offers corresponding parent/guardian courses for every student course offered. This helps parents and guardians become a part of the conversation and understand what their child is learning and developing. Additionally, all courses are available in English and Spanish.

BASE Education tracks student use through the course progress page in the Administrative Portal. The progress page indicates who is in the system, their level of progress, how many courses they have completed, which course they are currently on, and any Firewords – potentially dangerous text, to be described in detail later – they may have triggered. Within the response screen, all student responses – including those that have been deleted – are recorded for staff review. BASE Education is also developing other, self-tracking features for one-screen snapshot reporting as well as time spent in a course.

New courses currently in development will cover topics including Anxiety/Depression, LGBTQ, Mood Management, Aggression, Children of Divorce, Gangs, Self-Harm, and Hopelessness. Although BASE Education currently offers courses for students in

grades 6 through 12, courses are also currently in development for grades 4 and 5, including:



- Digital Citizenship
- Self-Regulation
- Healthy Friendships
- Goals



Fireword Detected

- Bullying/Cyberbullying
- Feeling Proud
- Member of My Community
- Using my Voice

Administrators may easily enroll students in all BASE courses, or choose the most appropriate modules based on individual needs. The BASE Education platform also filters suggested courses based on the reason of use.





In conjunction with other Odysseyware courses, the BASE Education courseware expands the range of online support schools and districts may offer students — especially those who may find themselves at a critical moment in their life. With these virtual SEL courses, students can develop the skills they need to succeed in a safe environment with guidance and advice developed by experts.

FEATURES

BASE Education offers features that can help identify potentially severe issues early. These act as alarms for program administrators who may notice certain negative or harmful behaviors.

For example, an administrator reviewing student responses can see that a student completing a sentence initially wrote "I wish I could <u>sleep</u> all the time and eventually <u>disappear</u>" and then changed their sentence to "I wish I could <u>work</u> all the time and eventually <u>be rich</u>." The original text is captured and can be used to notify a counselor or administrator of a student in potential angst. This is only one of several features available to students and administrators to help identify early warning signs of social or emotional distress.

Other program features include:

FIREWORD™

BASE Education defines a Fireword^{\mathbf{m}} as potentially dangerous language, indicating the supervising adult that a student's response requires additional attention. Firewords are triggered as soon as a student writes the word.



TEXT-TO-SPEECH

The BASE Education platform offers a text-to-voice feature for students struggling with literacy. Additionally, BASE Education courses are targeted to a 7th-grade reading level.

ACCOUNT ACCESS

Students may maintain access to their BASE Education account as long as their school or mental health facility maintains a BASE Education membership. If a student changes schools, their new school can reactivate their account to continue their development.

NOTIFICATIONS

Supervising adults are notified immediately via email to review a specific student response. Upon reviewing the response, the supervisor is required to indicate whether the response is benign or dangerous.

TEXT BUTTONS

The placement of text and advancement buttons vary from question to question, preventing a student from falling into a predictable pattern of providing a response and clicking next. This subtle change is enough to keep students engaged.

Odysseyware offers Professional Development opportunities for educators to learn more about how to create an SEL program using BASE Education and how to use the program in their classrooms. Led by educators who have worked closely with district leaders and teachers across the country, our team of Implementation Consultants can help ensure a successful launch of BASE Education in MPS' schools.

b. Ability for students and teachers to personalize the learning experience.

PERSONALIZED LEARNING

Individualized learning is made possible through the understanding of a student's capability and adjusting the content according to that student's strengths and needs. To support this capability, Odysseyware provides teachers with several customization tools helping students focus on the instruction that will help them advance the most.

Teachers may use the prescriptive mode with most courses. In this mode, a course is optimized for students who first take a diagnostic test. Based on the results of these tests, the course content automatically adjusts to deliver students only the content they need to review and learn. More detail about the Odysseyware prescriptive mode has been provided earlier in this proposal.

Teachers may also use Odysseyware to customize the content delivered to their students throughout the semester. As teachers monitor student progress through the reporting dashboard, they can see which students are excelling or failing behind. The teacher can then immediately modify the students' assignments – perhaps giving them additional assignments to

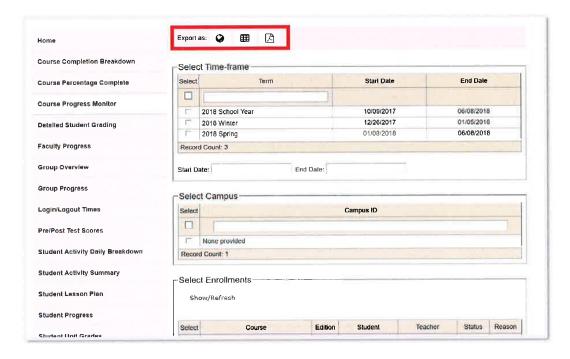


focus on an individual skill – or pause the course so teachers may intervene and provide more direct instruction.

c. Ability to track students' performance and progress at the individual student level, school level and district level.

AD-HOC REPORTS

Administrators can generate reports by grouping data by individual student, groups of students, class, campus – which could include a school or group of schools – teacher, course, and more.



The "Export As" function – in the top bar of the report generator – allows all reports to be exported in different formats, including Excel and PDF. This permits users to share reports with administrators, teachers, parents, and students. Student data may also be exported as a .CSV file.

d. Ability to track course mentors' performance and progress at the individual student level, school level and district level.

PROGRESS MONITORING

Odysseyware's reporting feature allows teachers to monitor student progress through courses as assignments are completed. Teachers can view the results of quizzes and tests, monitor the amount of time a student has spent logged in, and view many other metrics related to student



performance and progress. Important aspects of these reports are the current score, relative score, and score to date. Each present student data in slightly different ways, as detailed below.

CURRENT SCORE:

Current score is only based on graded assignments the student has completed. It does not take overdue or upcoming assignments into account.

RELATIVE SCORE:

Relative score is the score a student would receive if he/she stopped the course on that day. It considers two grading factors:

- Current or graded assignment score
- Zeroes for all incomplete assignments

SCORE TO DATE:

Score to Date is the students' paced score. It takes into account two grading factors:

- The students' graded assignments scores
- Zeroes for overdue assignments
- e. Describe any additional, supplemental resources available to students.

All Odysseyware resources are available online, although teachers may have the option to print out materials or recommend additional materials as they wish. If there are any materials required, for example with some group projects, a materials list is provided for teachers at the beginning of the lesson during enrollment.

f. Describe the Data Security features of the tools used in the program.

The data security features available with Odysseyware are described in detail later in this proposal.

g. Describe user help features built in to your system and other help available to students, parents, and staff.

USER HELP FEATURES

Odysseyware is committed to exceptional technical and customer support. All issues or concerns will be escalated to the appropriate departments and supervisors to ensure prompt problem resolution. We provide unlimited customer and technical support at no additional cost. Support options include telephone and email. Odysseyware's technical support line for administrators, teachers, students, and parents is available Monday through Friday, 6 AM to 10 PM ET and Saturday through Sunday, 12 PM to 6 PM ET.



The table below details Odysseyware's support functions.

Support Type	Description	71-1	Hours
Technical Support	Technical Support – phone support and assistance	(877) 251-6662	M-F 6AM – 10PM ET SAT & SUN – 12PM to 6PM ET
Training Resources	Instructional Videos & Tutorials	All Staff	On Demand
Support Guides	Guides: Admin, Teacher, Student, Course Customization, Features and Site Navigation	All Staff	Online
Live Webinars	Basic Admin & Teacher Training, Q&A	All Staff	Offered bi-weekly

Below is an overview of services Odysseyware offers its clients.

- Phone in support at 1-877-251-6662.
- Email support at <u>support@odysseyware.com</u>.
 - Response within 24 hours or 1 business day
- Voicemail support response.
 - Response within 24 hours or 1 business day
- Dedicated staff with product knowledge to assist customers at all levels, including school administration, school staff, parents, students, etc.
- High-priority issue escalation through Technical Support management
- Curriculum revisions done quickly with nightly updates
- Personalized, compassionate live support; no automation

Odysseyware continually updates its response system to best meet the needs of our customers. Routine maintenance and update notices are provided in the learning management system and student virtual classroom. Release notes and documentation can be provided to MPS prior to the maintenance window.

3. Provide end-user to review the demo accounts at a minimum for district admin, mentor/teacher and student roles.

DEMO ACCOUNTS

Odysseyware has created demo accounts for reviewers to experience the program first-hand. Odysseyware's demo site review is a two-phase process, as detailed below.

PHASE 1

Review the Odysseyware Student Demo Site just as a student would use Odysseyware.



2. PHASE 2

Review the Odysseyware Teacher/Administrator Demo Site just as a teacher or administrator would use Odysseyware.

Please watch the three Minute Student Navigation Tutorial Video at the link listed below, then review the Student Navigation Guide and Teacher Navigation Guide – provided in Appendix B – to assist with navigation.

https://glnvideos.s3.amazonaws.com/odw/PLS/demo_site/Student-Mode-Walk-Through-Final.mp4

Student login information is provided below. Please Note: Odysseyware considers the login credentials listed below to be **CONFIDENTIAL**.

First Name	Last Name	Password
Student		
Student		The second second
Student		



4. Provide information on technical details for device and software requirements, compatibility with different platforms including Chromebook, interoperability with school information systems (Illuminate) for data sharing, whether the curriculum can be used asynchronously or offline.

COMPATIBILITY

Odysseyware is a fully online curriculum and can be accessed 24/7. The only requirements to use Odysseyware are an active internet connection, a web browser, and a valid username and password. Students can access the program from home, school, or wherever they have access to a device and a connection to the internet. Odysseyware is cloud-based and works on Windows, iOS, Chrome and Android desktops, laptops, handhelds, tablets, and smartphones.

Odysseyware is compatible with the following operating systems:

- Windows 7
- Windows 8/8.1 (Desktop mode)
- Windows 10
- Mac OSX 10.8+

Additionally, Odysseyware may be viewed through any of the following browsers:

- Microsoft Edge and Internet Explorer®
- Mozilla Firefox®
- Safari®
- Chrome®

Odysseyware is also fully HTML5 compatible and does not require any hardware or software plug-ins and may be used virtually anywhere.

Complete system requirements can be found at https://www.odysseyware.com/system-requirements.

INTEGRATION

Odysseyware provides integration services, ensuring our systems quickly and easily communicate with those of MPS. To accomplish integration, Odysseyware Technology Consultants will partner with MPS' Information Technology staff to identify the SIS in use and determine the best possible solution. In most cases, an Application Programming Interface (API) can be built to direct communication between Odysseyware's two systems and allow for rapid, accurate updates and communication.

Odysseyware supplies an industry-standard API – OASIS. Built with REST architecture, OASIS can be utilized by almost any system, including most student information systems. OASIS provides synchronous and batch – or asynchronous – services to provide:



- User Creation and Management
- Enrollment Creation and Management
- Grade and Attendance Reporting

OASIS can also eliminate double entry and provide system familiarity to teachers and administrators. OASIS provides the following functionalities:

PROFILE MANAGEMENT

Users can be created and managed from systems that are integrated with OASIS. The following fields can be able managed from a single system:

- First Names
- Middle Names
- Surnames
- Usernames

- Passwords
- Campus IDs
- Student IDs
- Email Addresses

ENROLLMENT MANAGEMENT

OASIS allows for other systems to create and update enrollments – whether single or batch. Teachers and administrators have the ability to update the following fields without logging into Odysseyware:

- Course
- Teacher of Record
- Start Date
- End Date

- CRx Mode
- Block Quizzes
- Block Tests

<u>GRADES</u>

OASIS returns grades for all lessons students have completed. The requested lessons and grades will appear in MPS's system's grade book, accurately and readily depicting a student's progress.

ATTENDANCE

OASIS reports attendance back to other systems as well, return time spent in Odysseyware lessons for time-in-seat requirements

SYNCHRONOUS WEB SERVICES

The OASIS synchronous web services can be used by client applications requiring an immediate response to a web-messaging request for data retrieval, creation, and updates. Synchronous web services are most useful for schools with an extensible SIS capable of handling real-time responses, typically by using custom plugins to the SIS.



BATCH / ASYNCHRONOUS WEB SERVICES

Batch web services – or asynchronous services – handle bulk operations of data creation and updates for user profiles and enrollments. Batch web services use a Comma Separated Value (.CSV) file upload as an attachment to the URL request. Four batch service operations are currently available:

- Create and update student user profiles
- Create and update administrator user profiles
- Create and update student enrollments
- Batch web services' data requests are queued and then processed by the Odysseyware's regularly scheduled job services

The .CSV file will be pushed to an SFTP server on a nightly basis. The Odysseyware system will identify existing users and update those profiles based on the information provided on the .CSV. Any new users will be added and any users who do not appear on the new file will be archived.

Odysseyware is primarily an online tool, delivering the majority of its content digitally. Some offline material may be provided to help train teachers and assist students with group activities. When these are available, the courses provide a materials list specifically detailing the items a student or teacher required to complete their work. This may include printouts, texts, links, or online resources.

Odysseyware also provides the following materials to support teachers throughout the course of our partnership:

- Quick Start Guides
- Teacher Manuals
- Student Manuals
- Student and Administrator Navigation Videos
 - Available in every URL with the knowledge base an online repository of support and help materials.

Additionally, all Odysseyware curriculum is printable. A regular education teacher could take our standards-based course work as a resource for remedial purposes. The same teacher could also use a project from our curriculum to be used as a small group collaborative activity. Intervention curriculum may also be printed as guided practice and independent work sheets. Any of the assessments can be printed out as well, to be administered as practice tests.



5. Available for IT representative to confirm the technical details and ask any follow-on questions.

IT representatives are available to confirm technical details and answer any questions MPS may have.

Compliance with FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement

DATA SECURITY

Odysseyware uses industry-standard, best practices for secure delivery and storage of student and personal data. All student records are protected as required by the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPY), and other applicable federal and state laws.

The Odysseyware application and content are delivered over the internet using an SSL connection on port 443 utilizing 2048-bit encryption. Odysseyware security certificates are validated by third-party vendors to establish and secure the SSL connection, preventing malicious attempts on a user session. All data is encrypted both in transit and at rest.

Odysseyware uses industry-standard protocols to mitigate all single points of failure, from both a hardware and software perspective. Odysseyware has contracted third party vendors for penetration testing and Internet traffic inspection to prevent against Internet-bound attacks, also assuring Odysseyware's Service Level Agreement of 99.9-percent uptime. The Odysseyware application requires matching username and password combinations to properly authenticate and gain access to the content and data. Odysseyware includes features to enforce password strength, reinforcing user security. Odysseyware's servers are housed in a Tier 4 data center, which requires a photo badge with fingerprint recognition to gain access to the facility.

PROJECT APPROACH

1. Describe your firm's understanding of the proposed assignment and the services it will provide.

Odysseyware recognizes Magnolia Public Schools dedication to students in its region and the effort articulated in this RFP to give them additional resources to further enhance their learning. Programs of this type appeal to a broad range of learners and allow students to learn independently, when and where they want. An online virtual program provides students with more content options and greater freedom in their learning.

In response, Odysseyware proposes its Odysseyware Program and Academic Services. Our broad spectrum of courses is designed to help students in grades K-12 with their Core, Elective, CTE, Advanced Placement, and Test Prep studies. Additionally, Odysseyware can provide MPS



with virtual teachers as needed to help support courses requiring additional instructional support. Our teachers are state-certified in provide students with virtual office hours, grading, and ongoing support.

Odysseyware also suggests that MPS purchase Professional Development that assists administrators and teachers in making the most of the Odysseyware program. With flexible training options, MPS can gain a stronger method of incorporating online learning into day-to-day instruction and support those students who are participating in the program independently.

2. Provide a complete definition of the process that will be employed to meet the objectives of this project, (e.g., approach to be taken, etc.).

Because the needs of each school and district vary greatly, Odysseyware does not provide a standard, one-size-fits-all implementation experience. As such, we take the customization of our services very seriously. Supporting our customers with excellent service is of paramount importance to Odysseyware. While we are confident in the quality and reliability of our products and services, Odysseyware also maintains a broad array of technical and content support resources designed to rapidly address administrator and student questions.

Additional details regarding project management – including implementation, training, and Professional Development are provided below.

3. Provide a list of key staff who will support this project and their professional background.

KEY STAFF

Odysseyware searches for candidates with experience and knowledge in their respective content areas when hiring members of our content team – i.e. instructional designers, SMEs, authors, and reviewers. However, Odysseyware also hires candidates with classroom experience. Our content team is comprised of educators who can walk the walk and talk the talk. They know in which areas students will struggle and the keys to help struggling students achieve success. These experiences leave content team members uniquely qualified to develop academic materials as they are incredibly receptive to customer feedback and the need for ongoing continuous improvement.

STEPHANIE MAIWURM, VICE PRESIDENT OF SALES – WEST

Stephanie Maiwurm has over five years of experience working in the educational sector, assisting schools and districts in implementing digital learning solutions. Stephanie will oversee the contract, assisting with training and management. She has extensive experience in managing large regions and understands the varying needs of goals of educational institutions. Stephanie holds a Bachelor of Business Administration degree in Organizational Management.



ANN BARKER, IMPLEMENTATION CONSULTANT

Ann has been an educator for over 16 years in Arizona. She taught in Elementary schools, ranging from second to sixth grade. Ann has taught in a Title I school, gathering and reporting data with colleagues to advance individual student growth. She has worked with English Language Learners as well as gifted students, creating tailor-made lesson plans to promote individualized learning.

In 2016, Ann began working for Glynlyon in the Curriculum Department where she was a Project Editor. She oversaw lessons for Odysseyware from start to finish, working with contractors to meet deadlines and making sure each lesson was ready for publication. She also was instrumental in state approvals for Odysseyware courses. In 2017, Ann became an Implementation Consultant for Odysseyware, working with educators to improve students' success. Ann holds the following degrees and certifications:

- Bachelor of Arts in Psychology, University of Arizona
- K-8 Teaching Certificate, Arizona State University
- Structured English Immersion Endorsement
- Gifted Education Endorsement
- 4. Provide a detailed implementation plan and any limitations (e.g., limit of 10 forms per district created by firm as part of the implementation).

IMPLEMENTATION

Upon award notification, Odysseyware shall work closely with District staff to identify key contacts and establish a set of project goals. Based on these goals, Odysseyware Implementation Leads will review the plan with MPS and create an agreed upon implementation plan through mutual consultation.

Odysseyware will designate a small team of experienced consultants and project managers to assist MPS with a smooth and successful implementation. This team, and all Odysseyware staff, will be committed to MPS to ensure a positive experience throughout our partnership.

An example of an implementation plan is provided below. Please Note: This plan is an outline only and will be refined and customized based on meetings with MPS leaders.

PD Type	Description	Who should attend?
	PHASE 1	
Implementation Meeting/Preparation	Objective 1: Establish expectations, goals and policies, plan Professional Development dates and timeline for implementation.	District/Site Leadership
	Objective 2: Set up Odysseyware system, including thresholds and weights and	-



PD Type	Description	Who should attend?
	permissions. Determine roles and	
	responsibilities per district policy.	
	Objective 3: Identify primary contacts for each	
	campus/site location.	
	PHASE 2	
District Ownership of	Odysseyware will work with Curriculum	Curriculum teams for
Curriculum	Specialist to review Odysseyware curriculum	all subject areas
	and course offerings for District-approved	
	offerings. Implement naming conventions and	
	protocols for course customization.	
	PHASE 3	
Odysseyware Product	1 Day Workshop: Designated staff will receive	Campus Teachers
Training	comprehensive training regarding all	Lab Facilitators
	implementation models and usage of the	Counselors
	Odysseyware system. Review approved	Instructional Coaches
	implementation plan and District	
	program/instructional goals. Provide hands-on	
	time to review District-approved courses and	
	strategies. Determine criteria and timelines for	
	progress monitoring, reporting, and course	
	completion.	
	PHASE 4	
Odysseyware training	One-hour webinar sessions during staff planning	Campus Teachers
follow up:	periods. Provide best practices, coaching and	
Q & A Webinar sessions	implementation support, Q&A to address	
	questions. Also offer hands-on support for end	
	users who may require follow up.	
	PHASE 5	
Mid-Year Review	Present and review previous semester data and	District/Site Leadership
	make decisions designed to advance the focus of	
	the implementation outcome and achievement	
	of District goals. Provide recommendations and	9
	implementation next steps to achieve desired	
	goals.	
	PHASE 6	
Campus	Campus visits to support ongoing	Campus/Site Staff
Coaching/Modeling	implementation as well as make suggestions	
<u>.</u> . 5	and observations. Arrange to meet with staff	
	during planning time or class time for shoulder-	
	to-shoulder support. Review student progress,	
	reporting, and answer questions. Each visit will	



PD Type	Description	Who should attend?
	result in a report to share with the site	
	administrator.	
	PHASE 7	
End-of-Year Review	Present and review course data report, identify program successes and challenges during the academic year. Discuss recommendations and Year 2 implementation goals.	District/Site Leadership
	PHASE 8	
Summer School Professional Development Training	Facilitate training for those new to Odysseyware to learn the basics of the student/teacher experience, including course enrollment, student pacing and monitoring, and reporting.	Summer School Staff

TRAINING AND SUPPORT

1. Describe below the typical training your company provides.

The Odysseyware Professional Development Team delivers face-to-face, online Professional Development trainings and job embedded services to customers who have purchased the Odysseyware online curriculum. Our team is comprised of dedicated lifelong educators with advanced degrees in education and years of successful hands-on experience, guiding practical and sustainable instruction with leadership-practice changes at the classroom, school and district levels. The following describes a suggested Professional Development plan:

TRAINING FOR TEACHERS

Every teacher will receive initial training on agreed-upon dates, entailing the following:

- An overview of Odysseyware and the basics of the administrative set-up
- A demonstration of the student mode to ensure teachers are ready to answer questions
- A focus on basic navigation, including:
 - How to Add Students

Deadlines

Assign Courses

Grading

Monitor Daily Assignments

- Reports
- A technical overview of course customization, placement exams, and the diagnostic tool To ensure comprehension, hands-on activities are incorporated throughout the training session.

TRAINING FOR ODYSSEYWARE COURSE ADMINISTRATORS

Odysseyware course administrators may receive a three-hour training session on agreed-upon dates to include following:

Overview of Odysseyware



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- Discussion of implementation considerations and user-based permissions
- Demonstration of how to set-up site for their school, including weighting, thresholds, and global permissions
- Training on basic navigation related to:
 - Adding Teachers and Students
 - Implementing Courses
 - How to Edit Data
- A high-level discussion of:
 - Credit Recovery Options
 - Course Customization
 - Diagnostic Tools

- Reporting
- Messaging
- Feedback Features

Hands-on activities are also incorporated throughout the training session to ensure course administrators preparation.

TRAINING FOR SCHOOL ADMINISTRATORS

District administrators implementing Odysseyware in the school(s) may receive the following three-hour implementation-training session, which begins with a discussion of how Odysseyware will be used at MPS, the roles needed for implementation, and what makes an implementation successful. This training also includes a comprehensive discussion and brainstorming exercise focusing on:

- District Administration Considerations
- Teacher Support
- Student Processes

The session ends with the local administrator compiling the details of your implementation plan, which is facilitated by the Odysseyware trainer with input as needed. A timeline and action plan for the successful implementation will be the take away from this module.

2. Describe vendor support facilities, services provided with the standard agreement, optional support available at additional cost and the cost for optional support.

Odysseyware provides support to our partners at no additional cost.

 Describe vendor users/client's community and what resources are provided to clients (listserv, knowledge base, users conference, best practices, review panel for setting product enhancement priorities, etc.).

RESOURCES

To provide ongoing and easily accessible support, and to accommodate the busy schedules of teachers, Odysseyware provides a robust schedule of weekly webinars as well as a



comprehensive training site that provides an additional layer of support for participants. Odysseyware Professional Development offers include:

- Initial Implementation
- Professional Learning Intro Package
- Blended Learning
- Digital Leadership
- Bringing the Common Core State
 Standards to the ELA Math Classroom
- Lesson Planning

- Integrating Technology
- Formal Coaching and Modeling
- Competency Based Learning
- Consulting/Needs Analysis
- Building Sustainability for Your School/District

The training site contains targeted tutorials that review all features of the Odysseyware courseware. Teachers can access these tutorials 24/7 as their needs dictate. The weekly webinars focus on the core features of our program and provide an opportunity for teachers to speak with a "live" consultant who can address any additional questions our customers might have.

The Odysseyware Knowledgebase – which can be found at https://www.odysseyware.com/training-resources/home – provides comprehensive and easy to use teacher and training resources include:

- How-to videos
- Guides
- Tutorials
- Course catalog
- Test Prep Catalogs
- Wet Lab Supply Lists
- Course Customization Guides

- Skills Diagnostics Guide
- Writer Tool User Guide
- Year End Procedures
- Reports Guide
- Student/Teacher/Admin Guides
- Placement Test Guides
- Dynamic Learning Path Guides
- 4. Describe additional trainings and cost breakdown.

PROFESSIONAL DEVELOPMENT

Odysseyware offers our clients the following Professional Development services:

STAFF DEVELOPMENT: INTEGRATING CLASSROOM TECHNOLOGY

When effectively integrated into the curriculum, technology tools can extend learning in powerful ways. Seamless integration occurs when students are not only using technology daily, but also have access to a variety of tools matching the task at hand, therefore providing the opportunity to build a deeper understanding of content. This course instructs teachers on using Odysseyware in the classroom, providing a deeper understanding of Odysseyware techniques and enhancing and expanding on the materials provided in a lesson.



STAFF DEVELOPMENT: BLENDED LEARNING STRATEGIES

This course gives teachers a new pedagogical view in utilizing blended learning tools to boost student success, increase student engagement, and expand student opportunity by blending technology and education seamlessly within their own classroom. Blended learning is an impactful and positive paradigm shift in the way education is delivered to our students. Educators are better able to coach and instruct student learning using familiar methods to today's digital natives.

STAFF DEVELOPMENT: INTERVENTION WITH ODYSSEYWARE

This course provides teachers an in-depth look at using Odysseyware to provide intervention in multiple courses.

THE ART OF DIGITAL TEACHING

This course gives educators the critical support required to effectively integrate technology into the classroom and facilitate online and blended learning. The Art of Digital Teaching, which is fully aligned to iNACOL's National Standards for Quality Online Teaching, is organized into five thematic units, containing a culminating project and final exam. Each lesson introduces concepts, best practices, tools, modeling, and a variety of real life examples from experienced online teachers from around the country. It takes approximately 35-40 hours to complete this course and participants earn a certificate of completion which can be used towards CEUs.

THE BLENDED WAY

This course provides professional services and an implementation guide to support customers who are implementing blended learning models or are hoping to expand their current implementation. The Blended Way series of workshops and customizable package includes five key phases:

- Planning
- Designing
- Implementing

- Evaluating
- Sustaining

Pricing for The Blended Way will be determined based on identified District needs.



Cost

Cost break down including add-ons. Bidder should include various costs models associated with program operation and delivery.

The following pricing applies to the scope of work described in this proposal and adheres to the specifications outlined in the MPS RFP. As detailed within our narrative response, Odysseyware can meet your requests as described and intends to work closely with your leadership to ensure a successful implementation and a positive experience for teachers and students.

The prices provided below reflect what we believe is a great value to Magnolia Public Schools We hope that you agree and look forward to discussing this important work with you and your leadership teams.

Full Curriculum Site License				
NUMBER OF STUDENTS COST PER YEAR				
1-299	\$15,000			
300 – 599	\$22,500			
600+	\$32,500			

ACADEMIC SERVICES				
Odysseyware Academic Services*	\$250/Semester/Student/Course			

^{*}Includes virtual teachers.

	Professional Services
Onsite Training	\$2,500/Day
Webinar Training	\$250/Hour

RECOMMENDED PROFESSIONAL SERVICE PACKAGE				
Professional Services*	\$5,750			

^{*}This cost is per site and includes the following:

- 3 hours of Webinar Support
- 1 Onsite Initial Training
- 1 Onsite Follow-up



Order Form



Account Number:

Quote Number: QUO-03663-Y8B4L4

7/31/2018 8/30/2018

300 N. McKemy Avenue, Chandler, AZ 85226

Order Form Expiration Date:

Education Cor	nsultant Emai		Phone	Fa	ax .
Nicole McEnar	ney nmce	naney@odysseyware.com	(480) 735-7974	866-465-1954	
Contact and B	illing Information				
School:	Magnolia Education and	Research Fdn	Conta	act: Erdi	nc Acar
Address:	250 E 1ST ST		Phon	e: 2136	5283634 ext 123
Address:	LOS ANGELES, CA 90012		Emai	mail: eracar@magnoliapublicschools.org	
Training Conta	act: Erdinc Acar	Email: erac	ar@magnoliapublicschools	.org Phone:	2136283634 ext 123

Term Start Date	Term End Date
9/1/2018	9/1/2019

Qty	Products/Services	Description	Discounted Unit Price	Total Discount	Line Total		
150	Full Odysseyware Library - Per Student	A per student license is based on the number of students enrolled in the URL (ex. 5 students @ 5 classes ea. = 5 licenses). Per license price includes full OW library for grades 3-12, LMS, online/phone support & updates during 12-month period.	\$140.00	\$1,500.00	\$21,000.00		
50	BASE Education Per Student License	Per student license based on number of students enrolled in URL (a student enrollment has unlimited access to BASE course titles). Per license price includes BASE courses, LMS, online/phone support & updates during 12-month period.	\$20.00		\$1,000.00		
3	Custom Webinar Hours	Customized webinar hour(s) to support implementation	\$250.00		\$750.00		
2	Custom Onsite Days	Customized onsite day(s) to support implementation	\$2,500.00		\$5,000.00		
1	BASE Custom Onsite Day	Custom onsite day to support BASE implementation.	\$2,500.00		\$2,500.00		
1	BASE Custom Webinar	Custom Webinar hour(s) to support BASE implementation.	\$750.00		\$750.00		
	Grand Total						

\$31,000.00

Sales Tax **Total**

\$31,000.00

Notes

2018 Odysseyware agreement for 150 Per Student Licenses, Implementation Professional Services, BASE Education and BASE Education Implementation. Please send the signed quote to Nicole McEnaney at nmcenaney@odysseyware.com.

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at https://www.odysseyware.com/terms-and-conditions ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby.

By signing and returning the document, the Customer authorizes and acknowledges that Odysseyware will invoice their account the amount identified on the quote, plus any applicable sales tax, in lieu of a purchase order. This Agreement may be signed in digital format which shall be considered an original.

Signature:	Date: _	
Title:		

REFERENCES

Bidders will provide with their Proposal. Three (3) references, including contact information of the end-user for services of a similar nature, including the dollar value where available.

Please see the table below for the list of references Odysseyware is submitting.

Reference	Contact Name, Email, and Phone	Type of Service	Dollar Value
School of Extended	Tom Sweeney	Credit Recovery	\$60,000
Educational Options	Tom.sweeney@pomona.k12.ca.us	Blended Learning	
-	(909) 455-4531	RTI	
		NWEA	
Vallejo City Unified	Rose Bright	Independent Study	\$210,000
School District	rbright@vallejo.k12.ca.us	Credit Recovery	
^	(707) 649-8921 x 53080	Odysseyware Academy	
Monterey County	Joe DeRuosi	Credit Recovery	\$50,000
Office of Education	jderuosi@monterey.k12.ca.us	CTE	
	(831) 755-6458	Independent Study	



VENDOR SERVICES AGREEMENT

Vendor should include any proposed contract and maintenance agreement language for review.

Please see the following pages for Odysseyware's sample agreement.



VENDOR SERVICES AGREEMENT

ODYSSEYWARE AND ODYSSEYWARE ACADEMY

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Terms") are incorporated into and made part of the License Agreement signed by Company and Customer ("Agreement") and constitute a binding legal agreement between the parties for Customer's use of the Products and/or Service. Capitalized terms not otherwise defined in these Terms have the meaning assigned to them in the Agreement. These Terms are effective as of the date of full execution of the Agreement. If the Agreement indicates the Service includes Odysseyware, the Odysseyware Addendum attached hereto is incorporated hereby. If the Agreement indicates the Service includes Odysseyware Academy, the Odysseyware Academy Addendum attached hereto is incorporated hereby. If the Agreement indicates the inclusion of Products, the Odysseyware Curriculum Addendum attached hereto is incorporated hereby.

- 1. SERVICE. The "Service" as indicated in the Agreement is Odysseyware (Company's proprietary internet-based learning management system and curriculum including academic core curriculum content for grades 3-12 (Social Studies/History, Science, Math, Language Arts), electives, placement testing, CRx, prescriptive and GED prep course, and all of its components) and/or Odysseyware Academy (Company's proprietary internet-based educational, instructional, and support service, including curriculum, teacher grading services, academic support, technical support, and program support for School leadership). The Service expressly includes all data, software, technology, animation, photographs, graphic, audio and visual files, text, platforms, documentation, and other materials related thereto.
- 2. PRODUCTS. The "Products" are the Odysseyware courses indicated in the Agreement including all curriculum and assessments thereof provided by Company. The Products expressly include all data, software, technology, animation, photographs, graphic, audio and visual files, text, documentation, and other materials related thereto.
- 3. ONLINE LEGAL NOTICE. Use of the Service and users of the Service are subject to and governed by the legal terms and conditions posted on the Service website ("Legal Terms"), as may be amended from time to time by Company. In the event of a conflict between the terms of the Legal Terms and the Agreement, the Agreement will control.
- 4. TERM. The term of the Agreement begins on the Start Date and ends on the End Date ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term will be extended for additional one (1) year (or other duration stated in the invoice) renewal terms upon Company's issuance of an invoice for extension and payment for such invoice by Customer.

- 5. deleted.
- 6. GRANT OF RIGHTS. Subject to the terms of the Agreement and upon payment in full of all required fees:
 - a. Company grants Customer a limited, non-exclusive, non-transferable license to utilize the Service only with Customer's students, administrators, faculty, and staff (collectively, "Authorized Users"). Customer's rights are limited to accessing the Service via the internet for the number of fully paid Authorized Users hereunder.
 - b. Company grants Customer a limited, non-exclusive, non-transferable license to incorporate the Products in the learning management system selected by Customer and to grant access thereby only to Customer's Authorized Users. Customer's rights are limited to utilizing the Products via the internet solely with Company's Authorized Users.
 - c. Customer will not assign or sub-license any of its rights hereunder.
- 7. FEES. Customer will pay all amounts as stated and in accordance with the details of the Agreement. Fees may be altered by Company following the End Date, provided however any Fee increase must be disclosed to Customer before any extension of the Term. Customer will always pay in full any Company invoice according to the terms stated on the invoice. Company may discontinue Customer's access to or use of the Products or Service, with prior notice, if Customer fails to make any payment due Company within thirty (30) days of the applicable due date.
- 8. OWNERSHIP. The Products and Service and all associated materials are the solely-owned or legally licensed property of Company. The Products and Service are licensed, not sold, to Customer under the Agreement. Remuneration paid for access to and use of the Products and/or Service is a license fee for use. Company does not sell any title, ownership right, or interest in or to the Products or Service. Customer's rights are limited to a non-exclusive, non-transferable, limited license to use the Products and/or Service according to the terms of the Agreement. Company reserves and retains all right, title, and interest (including copyrights, patents, trademarks, service marks, and other intellectual property rights) in, to, and associated with the Products and Service including rights to any derivative works that result from Customer's use of the Products and/or Service.
- 9. TRAINING. If so indicated in the Agreement, Company will provide orientation and training to Customer's staff and employees following payment to Company of the training fee(s) stated in the Agreement. Customer must use the Training during the Term for which the Training was originally ordered. Training will include instruction on utilization of the Products and/or Service for prescribed purposes and responses to questions from Customer's staff and employees. Any Customer cancellation or postponement of a scheduled Training requires notice to Company in writing (email acceptable) at least forty-eight (48) hours before the scheduled Training. Failure to

provide such notice will result in Customer's forfeiture of the Training or payment of additional fees to reschedule the Training. If Customer believes there to be any deficiency in training, Customer must specify its concerns in writing to Company within thirty (30) days after the completion of the training. Failure to submit such notice will be deemed full acceptance by Customer of the training.

10. WARRANTIES AND REPRESENTATIONS. Customer hereby warrants and represents that:

- a. Customer has the legal right and is duly authorized to enter into the Agreement and no part of the Agreement conflicts with any other agreements or obligations binding or applicable to Customer.
- b. Customer will promptly and completely install, use, test, and inspect the Products and/or Service and advise Company in writing of any inadequacies or shortcomings within one hundred twenty (120) days from the date that access to the Products and/or Service is first provided.
- c. Customer will utilize the Products and/or Service only as expressly permitted by the Agreement.
- d. Customer will not do any act or thing or fail to do any act or thing or permitor allow any other party to do any act or thing or fail to do any act or thing, that could harm or diminish Company's rights in or to the Products and/or Service, including the copyrights, trademarks, and intellectual property therein.
- e. Customer will not make copies of, distribute, or permit any use of the Products and/or Service, or any related intellectual property, other than as specifically authorized by the Agreement.
- f. Customer acknowledges and agrees that there will be times when access to the Products and/or Service may be limited or interrupted and that any such lack of access, regardless of timing, is not a breach of the Agreement.
- g. Customer will not, nor permit or allow any other party over which it exercises control to, reverse engineer or otherwise analyze, reconstruct, disassemble, or reproduce any portion of the Products and/or Service in any way.
- h. Customer will furnish, at its sole expense, all computer and network hardware and software with adequate system configuration and maintenance and adequate internet service to operate the Products and/or Service.
- i. Customer will assume the entire risk as to the quality, results, and performance of the Service as well as the entire risk and cost of all service, repair, or correction to Customer's hardware or software related to the use of the Service.
- j. Customer has followed all applicable procurement and governance statutes, policies, procedures, and/or regulations necessary to enter into the Agreement.
- k. As an educational service provider, Company represents and warrants to Customer that it is not subject to the Individuals with Disabilities Education Act ("IDEA") and will not be a party to any individualized education program ("IEP") prepared by Customer. Customer is solely responsible for ensuring that any student with a disability receives appropriate education as required by IDEA and receives any and all accommodations, supports, and/or services necessary to utilize the Products

and/or Service. Upon the mutual written agreement of the parties, Company will make reasonable efforts to facilitate students with disabilities utilization of the Service, if not changing the fundamental nature of the Service or resulting in undue administrative hardships or costs.

- 11. TECHNICAL SUPPORT AND OPERABILITY. Company will provide Customer with technical support for the proper and intended use of the Products and/or Service subject to Customer's payment in full of all amounts due Company and so long as Customer is not in breach of the Agreement. The following issues are not covered by Company technical support and Customer will not rely on any statements made on the following technical support matters or any other matter other than proper and intended use of the Products and/or Service:
 - a. Network issues including internet connectivity or speed, internet service providers, online service providers, spyware, viruses, malware, faulty communications, etc.
 - b. Hardware issues including switches, hubs, modems, routers, firewalls, computers, etc.
 - c. Infrastructure issues including power, electrical, cable, internet connection, etc.
 - d. Issues related to Customer's use of third party software that are not caused by or related to the Service, as determined by Company in Company's sole discretion.

12. DISCLAIMER.

- a. Company makes no representation or warranty express or implied concerning the compatibility or operability of the Products or Service with any particular operating system or software. Company is not responsible or liable for any hardware failure, operating system or software conflict, server or security issue, or any other condition compromising or interfering with the operability or functioning of the Products or Service.
- b. THE PRODUCTS AND/OR SERVICE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS AND/OR SERVICE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON- INFRINGEMENT OF THIRD PARTY RIGHTS.
- c. COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCTS AND/OR SERVICE ARE FREE OF ERROR OR WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS, THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- d. The disclaimers set forth in these Terms supersede any and all statements, information, or demonstrations, oral or written, by Company, its representatives, dealers, distributors, agents, or employees. No statements that are not set forth expressly and specifically in this Agreement will create a warranty or in any way increase the scope of this Agreement and Customer may not rely on any such information, advice, suggestions, or recommendations.
- 13. LIMITATION OF LIABILITY. COMPANY, ITS SUBSIDIARIES, AFFILIATES, AND ASSIGNS, AND EACH OF THEIR DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS, AND EMPLOYEES, WILL NOT BE LIABLE TO CUSTOMER, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING DAMAGES FOR LOSS OF FUNDS OR PROPERTY, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR ANY OTHER HARDSHIP, DAMAGES, OR LOSSES ARISING OUT OF OR RELATED TO: THE USE OR INABILITY TO USE THE PRODUCTS OR SERVICE, HOWEVER CAUSED; UNAUTHORIZED OR ACCIDENTAL ACCESS TO OR ALTERATION OF DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR ANY MATTER RELATING TO THE USE OF THE PRODUCTS OR SERVICE; AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY COMPANY FROM CUSTOMER.

14. TERMINATION.

- a. The Agreement and any and all rights to access or use the Products and/or Service will terminate upon: (i) expiration of the Term if either party notifies the other party in writing at least thirty (30) days before the expiration of the Term that it will not be extended; (ii) mutual written agreement of the parties; or (iii) notice of termination to a breaching party following a material, uncured breach hereof.
- b. Upon termination, Customer will immediately pay Company any and all amounts due. No refunds, whether prorated or otherwise, will be due Customer hereunder unless specifically agreed upon by the parties in writing.
- c. Upon termination, Customer and all Authorized Users will discontinue access to and use of the Products and/or Service and all rights granted to Customer and Authorized Users under the Agreement will revert to Company.
- d. Within thirty (30) days of termination, at Customer's sole cost and expense, Customer will irrevocably and entirely delete and ensure the deletion of all Product and Service components and materials, and any and all copies thereof, within the possession or control of Customer or Authorized Users, in whatever form then existing, including translations or compilations, whether partial or complete, and whether or not modified or merged into other software.

Company has the right to obtain upon request, within thirty (30) days of termination, Customer's written statement under oath that all Product and Service components and materials have been destroyed and deleted, including the names of the person(s) responsible for the destruction and/or deletion and the date(s) on which it was completed.

- 15. SUSPENSION. If Customer is in breach of any term of the Agreement, upon fifteen (15) days written notice and an opportunity to cure such breach, Company may elect to suspend Customer's access to the Products and/or Service until such breach is cured or the Agreement is terminated according to its terms.
- 16. FORCE MAJEURE. If either party's failure to perform under the Agreement is caused by the unavailability of services or materials, labor disputes, governmental restrictions, or any other circumstances beyond such party's control, the failure to perform will not terminate this Agreement unless such failure continues for a period of more than six (6) months, following which either party, at its option, may terminate the Agreement by written notice to the other party.
- 17. ASSIGNMENT. Neither party may assign the Agreement, or any part thereof, without written permission from the other party, except for the unconditional right of Company to assign or otherwise transfer the Agreement to any affiliate or any party acquiring a substantial portion of Company's business or assets.
- 18. CONTROLLING LAW. The Agreement will be governed by the Uniform Commercial Code and California law. The parties hereby consent to the exclusive jurisdiction of the courts located in Los Angeles County, California and agree that, in any action arising from or related to the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs.
- 19. CONTROVERSIES. The parties agree that as a condition precedent to any party initiating any lawsuit to assert a claim for monetary damages arising out of orrelating to the Agreement, such party will first participate in good faith mediation before a mutually agreed upon mediator in Los Angeles County, California. Resulting mediation fees will be borne equally by the parties. Any dispute unresolved after mediation will be decided by arbitration in Los Angeles County, California and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.
- 20. REIMBURSEMENT RIGHTS. To the extent that Company or Customer breaches or allegedly breaches an obligation, covenant, representation, or warranty to the other party ("Other Party") and such breach gives rise to a claim by a third-party against the Other Party, the parties agree that breaching party ("Responsible Party") will

reimburse and be financially responsible to the Other Party for any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees and court costs) demanded, claimed, or obtained by a third-party against the Other Party. This contractual right of reimbursement will be cumulative and will not be exclusive of any other right or remedy which may be available.

- 21. SEVERABILITY. If any provision of the Agreement is found to be void, invalid, or unenforceable, such provision will be reformed so as to be enforceable or severed and the Agreement with such provision reformed or severed will remain in full force and effect to the extent permitted by law.
- 22. WAIYER. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing signed by the party claimed to have waived or consented. A waiver of any term or condition will not be deemed a waiver of such term or condition for the future, or of any subsequent breach thereof, nor a permanent modification of such provision or of the Agreement.
- 23. NOTICE. Any notice hereunder other than regular statements, invoices, or payments will be sent prepaid to the applicable address stated in the Agreement via certified or registered mail, return receipt requested, or overnight traceable courier (e.g. FedEx, UPS) and will be deemed delivered upon proof of receipt. Notices to Company will be Attention: Legal Department with a copy via email to: legal@glynlyon.com.
- 24. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements, understandings, promises, and undertakings, if any, made orally or in writing, by or on behalf of the parties with respect to said subject matter. Any use of "including" herein means without limitation. No modification, amendment, waiver, termination, or discharge of any provision hereof will be binding unless confirmed in writing and executed by both parties. Each party has had the time and opportunity to consult legal and professional counsel of its choice regarding the Agreement. Neither the Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party, whether under any rule of construction or otherwise. On the contrary, the Agreement will be construed and interpreted according to the fair meaning of the words used so as to accomplish the purposes and intentions of the parties. The Agreement may be executed in counterparts, including facsimile and email versions, each of which will be deemed an original and all of which taken together with these Terms will constitute a single instrument.

ODYSSEYWARE ADDENDUM

1. GRANT OF RIGHTS.

- a. The quantity of Concurrent Licenses, User Licenses, and/or Single Course Student licenses granted hereunder is set forth in the Agreement and in any invoice for extension of the Term that is fully paid by Customer.
- b. A "Concurrent License" means an individual license to access the Service via the internet as follows: A Concurrent License may be used by any number of Authorized Users, but each Concurrent License may not be used by more than one (1) Authorized User at the same time. The maximum number of Authorized Users that may access and use the Service at the same time shall be no more than the number of Concurrent Licenses specified in the Agreement or any fully-paid invoice for an extension of the Term.
- c. A "User License" shall mean a license to access the Service via the internet as follows: A User License is issued to a single and identified Authorized User and only that Authorized User shall be permitted to access or use the Service via that User License. Once a User License is assigned to an Authorized User, it may not be transferred to or used by another Authorized User except if the Authorized User to whom the User License was initially assigned graduates from, drops out of, transfers out of, or dis-enrolls from Customer's facility or institution. A User License can be transferred to another Authorized User as permitted herein no more than once.
- d. In addition to and independent of the Concurrent Licenses and User Licenses granted hereunder, if so indicated in the Agreement, Customer may license individual courses for an Authorized User not utilizing a Concurrent License or User License ("Single Course Student") upon payment of the per-course fee specified in the Agreement. Customer may purchase only one (1) course for any Single Course Student and shall pay the per-course fee in full in advance of Company granting access to the Single Course Student.

2. CUSTOMIZATION TOOL.

- a. Company may provide Customer with access to an application allowing for the creation, modification, and deletion of portions of Service curriculum ("Customization Tool"). Customer acknowledges and agrees that any and all content or material Customer modifies with the Customization Tool ("OW Content") shall be the sole and exclusive property of Company. Customer, for itself and its Authorized Users, hereby assigns, quit-claims, and waives any and all rights to any OW Content.
- b. Company acknowledges and agrees that any and all original content created by Customer with the Customization Tool ("Customer Content") shall be the sole and exclusive property of Customer. If Customer used any Odysseyware content whatsoever in creating its Customer Content, Customer hereby grants Company a non-exclusive, perpetual, worldwide, irrevocable, royalty-free license to use and exploit all Custom Content in connection with the Service. Customer will reimburse and be financially responsible to the Company for any and all

- liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) demanded, claimed, or obtained by a third-party against Company for any infringement of rights related to the Custom Content.
- c. Customer and its Authorized Users shall not use the Customization Tool in any manner that could infringe upon any proprietary rights of any party or that could defame, slander, or libel any party, or to add or provide access to any content that Company deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, as determined by Company in its sole discretion.
- d. COMPANY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE CUSTOMIZATION TOOL INCLUDING, WITHOUT LIMITATION, THE CONTENTS OF THE CUSTOM CONTENT.

ODYSSEYWARE ACADEMY ADDENDUM

- 1. GRANT OF RIGHTS. Rights are granted to Authorized Users on a "per student, per course" basis. An Authorized User may only utilize the Service for the courses in which the Authorized User is enrolled. Company will grade all assignments not automatically graded via the Service; provide Customer with access to Company teachers via the Service; and document Authorized Users' performance with grade reports. If an Authorized User does not use the Service for any course(s) within twenty-four (24) months of Company receiving Customer's purchase order for such course(s) ("Forfeit Date"), access to such course(s) will be permanently forfeited on the Forfeit Date. Customer may deliver a written request for extension to the Company no later than 30 days prior to the Forfeit Date and Company will approve or reject any such extension request in Company's reasonable discretion. If an Authorized User does not use the Service for any course(s) within twenty-four (24) months of Company receiving Customer's purchase order for such course(s), access to such course(s) 1 will be permanently forfeited.
- 2. SCHOOL RESPONSIBILITIES. In consideration of Company's provision of the Service, School will:
 - a. Provide all necessary on-site supervisory staff at School's sole cost and expense;
 - b. Ensure that students have the ability to access the Service including all technological and physical facilities and equipment;
 - c. Provide all appropriate and/or legally required liability insurance for operating a School, ensure that said insurance is fully funded, paid for, continual, uninterrupted, and names Company as an additional or other insured, and provide Company with written proof of such insurance, all at School's sole cost and expense;
 - d. deleted:
 - e. Comply with all applicable requirements regarding non-public funded educational options including graduation requirements;
 - f. Provide academic counseling for students including prescribing course work based upon transcripts, grade reports, and placement test scores;
 - Provide and account for all student documentation not provided by the Service including transcripts, grades, attendance records, consent forms, and health records;
 - h. Obtain registration information from all students enrolled in the Service; and
 - i. Appoint a single, individual, full-time employee to act as its agent hereunder and serve as the primary contact person for communication with Company regarding the Service ("Partner Administrator"). School represents and warrants that its Partner Administrator will:
 - i. Communicate directly with parents of students regarding all

- applicable Service-related issues including test results, course assignments, graduation requirements, lesson plans, completion of daily course work, and study habits. School acknowledges and agrees that Company is not required to communicate with students' parents or guardians and that such communication regarding relevant issues is the sole obligation of School and Partner Administrator.
- ii. Supervise students' work including proctoring tests, monitoring daily work, ensuring compliance with lesson plans, setting progress goals, and submitting report forms. Company may block access to students' work to ensure academic integrity and the Partner Administrator will contact Company to request student access to such work.
- iii. Communicate with Company-designated Partnership Manager at all times to review and evaluate students' progress, program goals, and other concerns related to the Service.
- 3. TERMINATION. In the event Customer ceases to provide educational services to Authorized Users prior to Authorized Users' completion of course work hereunder, Customer will provide to Company contact information for all Authorized Users' parents and Company may thereafter communicate with parents regarding Authorized Users' re-enrollment in the Service.

ODYSSEYWARE CURRICULUM ADDENDUM

1. CUSTOMIZATION OF CONTENT.

- a. Customer acknowledges and agrees that any and all content or material used, added, modified, or created through or in connection with the Products ("Custom Content") shall be the sole and exclusive property of Company. Customer, for itself and its Authorized Users, hereby assigns, quit-claims, and waives any and all rights to any Custom Content.
- b. Customer and its Authorized Users shall not use the Products in any manner that could infringe upon any proprietary rights of any party or that could defame, slander, or libel any party, or to add or provide access to any content that Company deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, as determined by Company in its sole discretion.
- c. COMPANY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.

SERVICE LEVELS

- Service Level Commitment: Except as provided herein, the annual service level for
 site access to the Application by licensed and authorized end users is 99.9 %. This
 service level provides that the Application site will be accessible and able to send or
 receive traffic but does not assure that any particular components or features will be
 available. At any given time, one or components or features of the Application may be
 unavailable for a limited duration.
- 2. Exceptions to Service Level Commitment: The service level commitment for access to the Application does not apply and expressly excludes any inability to access the Application:
 - (a) During the designated outage period of all Saturdays from approximately 9:00 p.m. Through 12:00 a.m. (MST), which is the time reserved for maintenance, support and releases ("Designated Outage Period") and during which Licensor may, but is not required to, make access to the Application unavailable;
 - (b) During any other scheduled outage in addition to the Designated Outage Period that is communicated no less than ten (10) days in advance by Licensor to Licensee, for necessary maintenance, upgrades or releases, which shall not occur more than twice in any twelve (12) month period;
 - (c) That is <u>not</u> due to the functionality of the Application or an act or omission of Licensor;
 - (d) That is due to a *force majeure*; act of god; war; the illegal or prohibited act of any third party; a terrorist act; or a power outage; or,
 - (e) That is resulting from or caused by, in whole or part, Licensee's hardware, software, technology, or that of any of Licensee's authorized end users or an act or omission of Licensee.
- 3. Upon a site outage reported to Licensor that is not due to one or more of the events identified in paragraph 2, Licensor typically responds within 90 minutes of the reported outage with an estimate of the time by which a resolution of the outage will be achieved.

4. If Licensee's access to the Application is unavailable for a period of more than three (3) hours after Licensee's report of the outage to Licensor for reasons other than those set for in paragraph 2 above ("Outage Event"), and if Licensee experiences three Outage Events occur during any twelve (12) month period, each of which was promptly reported by Licensee to Licensor at the time of the Outage Event, Licensee shall receive upon request a one month extension of the Term of Licensee's license of the Application for each Outage Event that occurs thereafter within the same twelve (12) month period by submitting such request for extension of the Term within ten (10) business days after each subsequent Outage Event to Legal@glynlyon.com and include in the request the name, address and contact individual of Licensee; the date and time of the Outage Event for which the extension is being requested and of the three prior Outage Events.

Odysseyware® Terms of Use

By using or allowing others to use the software, materials, interactive features, and website associated with the Odysseyware® website ("Website"), you (the "User") are agreeing to be bound by these legal terms and conditions ("Agreement"). Any person interacting with the Website in any way, including but not limited to students, teachers, administrators, and parents, are Users for the purposes of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not use this Website. If you are dissatisfied with this Website, any Website content, or the terms and conditions of this Agreement, you agree that your sole and exclusive remedy is to discontinue your use of this Website. You acknowledge and accept that your use of this Website is at your sole risk. You represent you have the legal capacity and authority to accept these Legal Terms and Conditions on behalf of yourself or any party you represent. Certain terms of this Agreement may not apply to your use of the Website however all applicable terms are nonetheless binding. As the parent of Odysseyware and rightful owner of the Website, Glynlyon, Inc., ("Glynlyon") reserves the right to change or terminate the terms of this Agreement at any time and from time to time without any notice to you by posting said changes on the Odysseyware website. Any such changes are hereby incorporated into this Agreement by reference as though fully set forth herein.

A. General Provisions

- 1. Indemnification. You, the User of this Website, agree to indemnify and hold Glynlyon, its subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys' fees (collectively the "Costs"), arising out of this Agreement or in connection with any use of the Website including but not limited to any damages, losses, or liabilities whatsoever with respect to damage to any property or loss of any data arising from the possession, use, or operation of the Website by the User or any customers, users, students, or others, or arising from transmission of information or the lack thereof connected with the Website described in this Agreement, except to the extent that any such Costs, damages, losses or liabilities arise out of the gross negligence or willful misconduct of Gylnlyon.
- 2. Termination. This Agreement shall remain in effect until terminated. This Agreement may be terminated at Glynlyon's sole discretion and without prior notice, by mutual written agreement between the parties, but not by the User. Glynlyon may suspend or terminate your access to the Website without prior notice and in Glynlyon's sole discretion and Glynlyon shall not be liable for any such suspension, termination, or deletion or its effects, including but not limited to interruption of business or education, loss of data or property, property damage, or any other hardship, losses, or damages. Glynlyon may unilaterally and without notice terminate this Agreement and/or your access to the Website if you or any other person or entity using the Website violates any provision of this Agreement. Glynlyon shall not be liable to you or to any third party for any termination. Upon termination you or any other person or party using the Website shall cease to use the Website at your sole cost and expense.

- **3. Updates.** At its option, from time to time, Glynlyon may create updated versions of the Website and may make such updates available to you either for a fee or for free. Unless explicitly stated otherwise, any such updates will be subject to the terms of this Agreement including any amendments to this Agreement.
- 4. Proprietary Materials. All content available through the Website, including designs, text, graphics, pictures, video, information, applications, software, music, sound, and other files, and their selection and arrangement ("Site Content"), as well as all software and materials contained in or related to the Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You hereby agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such content or materials. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, recreation, database, or directory of Website materials is prohibited except as provided for herein. Use of Website content or materials for any purpose not expressly provided for herein is prohibited.
- **Disclaimer of Warranty.** The Website is provided "as is", with all faults and without warranty of any kind. Glynlyon hereby disclaims all warranties with respect to the WEBSITE, either express, implied, or statutory, including but not limited to the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Glynlyon does not warrant, guarantee, or make any representations THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT OR THAT IT WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. You assume the entire risk as to the quality, results, and performance of the Website as well as the entire risk and cost of all service, repair, or correction. No oral or written information, advice, suggestions, or recommendations given by Glynlyon, its representatives, dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of this Agreement and you may not rely on any such information, advice, suggestions, or recommendations. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consumer rights, so some exclusions and limitations may not apply to you.
- **6. Limitation of Liability.** You hereby agree that Glynlyon, its subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners, and employees, shall not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of funds or property, business interruption, loss of business opportunity, loss of data, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Website, however caused; unauthorized or accidental access to or alteration of data; statements or conduct of any third party; or any matter relating to the use of the Website; and even if Glynlyon has been advised of the possibility of such damages. Some jurisdictions do not

- allow the exclusion or limitation of certain remedies or damages, so some exclusions and limitations may not apply to you.
- 7. Severability. If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, Glynlyon may reform such provision to the extent necessary to make it effective, enforceable, and legal or such provision may be deemed severed and in either case this Agreement with such provision reformed or severed shall remain in full force and effect to the fullest extent permitted by law. Glynlyon's failure to enforce any part or portion of this Agreement shall not be considered a waiver by Glynlyon.
- 8. Controlling Law and Controversies. This Agreement shall be governed by the laws of the State of California and of the United States. You understand and agree that use of the Website may involve interstate data transmissions which may be considered a transaction in interstate commerce under federal law. If any controversy or claim related to this Agreement cannot be solved by negotiation between the parties, the parties hereby agree to attempt in good faith to settle the dispute through mediation administered by a mutually agreed upon mediator in Los Angeles, California and in accordance with the Commercial Mediation Rules of the American Arbitration Association. If mediation fails to resolve the dispute, the parties hereby agree that the dispute shall be settled through arbitration administered by a mutually agreed upon arbitrator in Los Angeles, California and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision may award reasonable attorneys' fees to the prevailing party and judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.
- 9. Entire Agreement. This Agreement constitutes the entire agreement between Glynlyon and the User relating to the subject matter hereof and supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing with respect to the subject matter hereof. You may not assign any portion of this Agreement without Glynlyon's written permission which permission may not be unreasonably withheld or delayed. Glynlyon may assign all or any portion of this Agreement in Glynlyon's sole discretion to any successor in interest to its business or operations. Any other assignment by Glynlyon shall require User's consent which shall not be unreasonably withheld or delayed. No modification, amendment, waiver, termination, or discharge of any portion of this Agreement shall be binding unless executed and confirmed in writing by both parties.
- 10. Export Prohibitions. Any export or attempt to export the software either partially or in its entirety, related to the Website is governed by United States law and the laws of the jurisdiction in which you reside. Any export of software related to the Website or any portion thereof in any way prohibited by law or regulations issued by agencies of the United States federal government is hereby prohibited. Portions of the Website may include restricted computer software. Neither the Website nor any portion thereof nor the underlying information or technology may be downloaded or otherwise exported or reexported: (a) into (or to a national or resident of) any U.S. embargoed country; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals; or (c) to the U.S. Commerce Department's Denied Persons or Entities List or Table of Denial Orders. You hereby represent and warrant that you are not located in or the resident of any such country or on any such list.

B. End User Terms and Conditions

1. Ownership. This Website and all associated materials provided by Glynlyon are the solely owned or appropriately licensed property of Glynlyon. The Website is licensed, not sold, to you under the terms of this Agreement. Glynlyon does not sell any title, ownership right, or interest in or to the Website. By using this Website, you are agreeing only to a non-exclusive, nontransferable license to use, according to the terms of this Agreement, the Website and any software programs or other proprietary material of third parties that are incorporated into the Website. Glynlyon reserves and retains all applicable right, title, and interest (including but not limited to copyrights, patents, trademarks, and service marks and other intellectual property rights) in and to the Website and all associated materials. Any remuneration paid for this product constitutes a license fee for the use of the Website.

2. Use.

- a. The copying, reproduction, duplication, translation, reverse engineering, adaptation, decompilation, disassembly, reverse assembly, modification, or alteration of the Website or any portion thereof is expressly prohibited without the prior written consent of Glynlyon except as provided for herein. The merger or inclusion of the Website or any portion thereof with any computer program, and the creation of derivative works or programs from the Website or any portion thereof, is also expressly prohibited without the prior written consent of Glynlyon.
- b. Requests for permission to reproduce, duplicate, adapt, or otherwise exploit any portion of the Website should be submitted in writing to the Glynlyon address listed at the bottom of this Agreement. Any permissions granted shall be in the sole and exclusive discretion of Glynlyon.
- c. Neither the Website nor any part thereof may be rented, leased, sold, assigned, transferred, re-licensed, sub-licensed, or conveyed for any purpose. Any attempted rental, lease, sale, assignment, transfer, re-license, sub-license, conveyance, gift, or other disposition of the Website in violation of this Agreement is null and void. Any act or failure to prevent an act in violation of this Agreement may result in civil and/or criminal prosecution.
- d. Programs or software developed and/or owned by entities other than Glynlyon and included with or incorporated into the Website ("Third Party Software") is subject to and its use is governed by this Agreement. The use of Third Party Software except as for any purpose other than its intended use in conjunction with the Website is prohibited.
- 3. Registration and Identifying Information. You hereby represent and warrant that any and all information provided by you to Glynlyon shall be complete, true, accurate, and current in all respects and that you shall update any changes to information as soon as such changes occur. As related to your use of the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account and password. When providing any identifying information about students or minors, you

hereby represent and warrant that you are authorized to provide such information and that you have read and agreed to the terms of the Privacy Policy included in this Agreement and associated with this Website.

4. Hosting Policy.

- a. Glynlyon may but is not obligated to provide database services to manage student records solely related to the use and application of the Website ("Hosting Services").
- b. Hosting Services provided by Glynlyon in connection with the purchase and use of the Website are included in any price paid for the Website and Glynlyon is not responsible nor will Glynlyon provide or offer any discounts or credits if you do not have adequate facilities or equipment to utilize the Hosting Services.
- c. You agree to exercise the utmost vigilance and care in protecting all information to be transmitted via Glynlyon's Hosting Services. Glynlyon is not responsible for any lost, stolen, or otherwise mismanaged data transmitted pursuant to this Agreement.
- d. Any and all information transmitted pursuant to this Agreement shall be subject to and covered by the indemnifications, liability limitations, and Privacy Policy included herein
- e. Glynlyon reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Hosting Services (or any part thereof) with or without notice. Glynlyon shall not be liable to you, the User, or to any third party for any modification, suspension, or discontinuance of the Hosting Services, for your or any third party's use of the Hosting Services, or for any damages originating therefrom. In no event shall you be entitled to receive a rebate, refund, credit or reduction of any costs or fees which you agreed to pay for the Website.
- 5. Third Party Sites and Content. The Website may contain (or may send you through or to) links to other websites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Content"). Glynlyon does not check such Third-Party Sites and Third-Party Content for accuracy, appropriateness, or completeness and Glynlyon is not responsible for any Third-Party Sites accessed through use of the Website or for any Third Party Content posted on, available through, or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site or any Third-Party Content does not imply approval or endorsement thereof by Glynlyon. Although some computers may employ filtering software to prevent access to certain Third-Party Sites, Glynlyon shall have no responsibility or liability whatsoever for any Third-Party Sites or Third-Party Content accessed through use of the Website.
- **6. User Conduct.** You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise created, used, posted, transmitted, or shared by you or others through you on or through the Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or

proprietary rights; or contain libelous, defamatory, or otherwise unlawful material. You further agree not to use the Website to:

- a. Collect email addresses or other contact information of other users from the website;
- b. Send unsolicited communications to other users of the website;
- c. Take any unlawful or unauthorized actions or in any way damage, disable, overburden, or impair the website or the intellectual property rights owned or licensed by Glynlyon as described elsewhere herein;
- d. Upload, post, transmit, share, store, or otherwise make available any content that Glynlyon deems harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable in Glynlyon's sole discretion;
- e. Misrepresent yourself, your age, or your affiliation with any person or entity;
- f. Upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- g. Upload, post, transmit, share, store, or otherwise make publicly available through the website any private information of any third party;
- h. Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial, unauthorized, or unlawful purposes;
- Upload, post, transmit, share, or otherwise make available any material that contains software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. Intimidate or harass another;
- k. Upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- 1. Use or attempt to use another's account, service, or system or create a false identity on the website:
- m. Interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies, or regulations of networks connected to the website:
- n. Upload, post, transmit, share, store, or otherwise make available content that infringes any proprietary rights of any party or defames, slanders, or libels any party, or otherwise violates any law of the united states or the jurisdiction in which you reside;
- o. Upload, post, transmit, share, store, or otherwise make available content that, in the sole judgment of Glynlyon, is objectionable or which restricts or inhibits any other person from using or enjoying the website, or which may expose Glynlyon or its users to any harm or liability of any type;
- p. Facilitate or encourage any violations of this agreement.
- 7. User Content. You are solely responsible for the profiles (including any name, image, or likeness), messages, notes, text, information, listings, and other content that you upload, publish, or display on or through the Website ("User Content"). Posting, transmitting, or

sharing User Content through the Website that you did not create, that you do not have the rights to, or that you do not have permission to post is prohibited. You understand and agree that Glynlyon may, but is not obligated to, review and may delete or remove (with notice) any User Content in its sole discretion, for any violation of the aforementioned prohibitions, including User Content that in Glynlyon's sole judgment violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to Glynlyon. When you post User Content, you authorize and direct Glynlyon to make such copies thereof as Glynlyon deems necessary in order to facilitate the posting, storage, and use of the User Content. If User used any Website content whatsoever in creating its User Content, you automatically grant, and you represent and warrant that you have the right to grant, to Glynlyon an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Website or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing.

- Customization Tool. Through your use of the Website, Glynlyon may provide you access to an application allowing for the creation, modification, and deletion of portions of the Website and its related curriculum ("Customization Tool"). Your use of the Customization Tool is wholly governed by this Agreement. You shall not use the Customization Tool to create any materials which infringe any proprietary rights of any party or defames, slanders, or libels any party, or any content that Glynlyon deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, or otherwise violates any law of the United States or the jurisdiction in which you reside. Glynlyon shall retain all right, title, and interest in and to all materials originally provided as part of the Website. You shall not own any right, title, or interest in or to any material created through the use of the Customization Tool nor may you rent, lease, sell, assign, transfer, re-license, sub-license, convey, gift, or otherwise dispose of any material created through the use of the Customization Tool. Glynlyon shall own all right, title, and interest in and to any material created through the use of the Customization Tool unless such materials defame, libel, slander, or infringe or otherwise violate the rights of any third party or are unauthorized in Glynlyon's sole discretion. Glynlyon hereby disclaims for all purposes and in all circumstances any responsibility or liability for any materials created through the use of the Customization Tool.
- **9. Technical Support.** Glynlyon may provide technical support to you only for your use of the Website. You must have uninterrupted Internet access in order to receive technical support. Under no circumstances is Glynlyon obligated to provide technical support for the following issues:
 - a. Network issues such as Internet Service Providers, spy ware, viruses, loss of communication on the network and similar issues.
 - b. Hardware issues such as switches, hubs, modems, routers, firewalls and similar items.

- c. Infrastructure issues such as power, electrical, or other instances beyond Glynlyon's reasonable control.
- d. Issues not related to the use of the Website, as determined by Glynlyon in Glynlyon's reasonable discretion.

C. Third Party Notices

The Website may incorporate or have been created with the use of and in conjunction with Third Party Software. This Third-Party Software may only be used in conjunction with the Website and you may not use this Third Party Software for any other purpose or with any other product or service at any time or for any reason.

Glynlyon Contact Information

Glynlyon, Inc. Attn: Legal Department 300 North McKemy Ave. Chandler, AZ 85226

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Appendix ACourse Guide



CALIFORNIA COURSE GUIDE 2017-18 & 2018-19

CORE COURSES & ELECTIVES

Courses in BOLD indicate full-year courses.

- Odysseyware Full Course Library License includes all items listed
 Videos and interactive activities plus additional content resources and other LMS features
- Easy-to-use course customization and teacher authoring tools
- Credit recovery, remediation & acceleration solutions
- Single platform supports multiple uses: intervention, credit $recovery, on line \ learning, \ blended \ learning, \ and \ more!$

Physical Education Physical Fitness

- $\bullet \ \mathsf{Dashboard} \ \mathsf{progess} \ \mathsf{monitoring} \ \mathsf{and} \ \mathsf{extensive} \ \mathsf{reporting} \ \mathsf{options}$
- \bullet Individualized Learning Path option with NWEA $^{\text{\tiny{TM}}}MAP^{\otimes}$ Growth™ assessment scores
- Search by State Standards, CCSS, and other search options

Business Computer Information Systems

ENGLISH LANGUAGE ARTS		
Language Arts 300		
Language Arts 400		
Language Arts 500		
English Grade 6		2198
English Grade 7		2198
English Grade 8		2198
English 9	A-G	2130
English 10	A-G	2131
English 11	A-G	2132
English 12	A-G	2133
English I Fundamentals	A-G	
English II Fundamentals	A-G	
English III Fundamentals	A-G	
English IV Fundamentals	A-G	
Spelling 300		
Spelling 400		
Spelling 500		
Spelling 600		

icience 500 icience 600 icience Grade 7 icience Grade 8 icience Grade 8		
icience 600 icience Grade 7 icience Grade 8 iciongy A		
icience Grade 7 icience Grade 8 iciology A		
icience Grade 8		
Biology A		2653
		2654
	-G	2603
Chemistry A	-G	2607
Physics A	-G	2613
ntegrated Physics and Chemistry A	-G	
Electives:		
arth Science A	-G	2618
invironmental Science A	-G	

•	•	
Essentials of Business		
Essentials of Communication	(Speech)	
Technology and Research		
HEALTH		
Health Quest		
Health Education		
California Health (Available	December 2017)	
Personal and Family Living		

MATHEMATICS		
Mathematics 300		
Mathematics 400		
Mathematics 500		
Mathematics Grade 6 – Common Core		2434
Mathematics Grade 7 – Common Core		2435
Mathematics Grade 8 – Common Core		2436
Algebra I Fundamentals	A-G	
Algebra I	A-G	
Geometry Fundamentals	A-G	
Geometry	A-G	
Algebra II Fundamentals	A-G	
Algebra II	A-G	
Integrated Mathematics I: Common Core	A-G	2440
Integrated Mathematics II: Common Core	A-G	2441
Integrated Mathematics III: Common Core	A-G	2442
Pre-calculus – Common Core	A-G	2444
Probability & Statistics (Available 2018-19)		
Advanced Algebra	A-G	
Analytic Geometry	A-G	
Coordinate Algebra	A-G	
Electives:		
Consumer Math	A-G	
Trigonometry	A-G	

LUCTORY/COOLAL COIENCE		
HISTORY/SOCIAL SCIENCE		
History and Geography 300		
History and Geography 400		
History and Geography 500		
History and Geography 600		
Civics (Available 2018-19)		
World History and Geography: Medieval and Early Modern Times		2734
World Civilizations	A-G	
World Geography	A-G	
United States History and Geography: Growth and Conflict		2734
World History, Culture, and Geography: The Modern World	A-G	2711
United States History and Geography: Continuity and Change in the Twentieth Century	A-G	2709
United States History: Foundations to Present	A-G	
United States History: Reconstruction to Present	A-G	
Principles of American Democracy	A-G	2703
Electives:		
Civil War	A-G	
Economics	A-G	2701
Personal Financial Literacy		
Psychology	A-G	
Twentieth Century American History	A-G	
Vietnam Era	A-G	

ASSESSMENTS, DIAGNOSTICS AND TEST-PREF
SPARK Assessment and Remediation Tool for English Language Arts and Mathematics
ACT® Test Prep
GED® Test Prep
HiSET® Test Prep
TASC Test Assessing Secondary Completion™ Prep
Essentials of Mathematics
Essentials of Language Arts
Skills and Diagnostic Tests for English Grammar and Mathematics

Algebra II	A-G	
Integrated Mathematics I: Common Core	A-G	244
Integrated Mathematics II: Common Core	A-G	244
Integrated Mathematics III: Common Core	A-G	244
Pre-calculus – Common Core	A-G	244
Probability & Statistics (Available 2018-19)		
Advanced Algebra	A-G	
Analytic Geometry	A-G	
Coordinate Algebra	A-G	
Electives:		
Consumer Math	A-G	
Trigonometry	A-G	
WORLD LANGUAGES		
French I	A-G	
French II	A-G	
Spanish I	A-G	
Spanish II	A-G	
Spanish II	A-G	

th and Conflict		2/34	Skills and Diagnostic Tests for
d History, Culture, and Geography: Modern World	A-G	2711	English Grammar and Mathematics
d States History and Geography: inuity and Change in the Twentieth		2709	ADVANCED PLACEMENT® (USE WITH AP® CO
ury	A-G		Calculus
d States History: Foundations to			Comparative Government and Politics
ent	A-G		English Language and Composition
ed States History: Reconstruction to ent	A-G		Human Geography
iples of American Democracy	A-G	2703	Macroeconomics
ves:			U.S. Government and Politics
Var	A-G		U.S. History
omics	A-G	2701	
onal Financial Literacy			
nology	A-G		BLENDED LEARNING LIBRARY
ntieth Century American History	A-G		
			Mathematics 700 Resources

BLENDED LEARNING LIBRARY	
Mathematics 700 Resources	
Mathematics 800 Resources	
Algebra I Resources	
Algebra II Resources	
Geometry Resources	
Language Arts 600 Resources	
Language Arts 700 Resources	
Language Arts 800 Resources	
English I Resources	
English II Resources	
English III Resources	
English IV Resources	

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FINE ARTS Art History Digital Arts Media Studies Music Appreciation Music Theory

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CALIFORNIA COURSE GUIDE 2017-18 & 2018-19

CAREER & TECHNICAL EDUCATION COURSES

As more schools expand CTE programs, Odysseyware provides a wide array of courses to support all 16 career clusters. Our rigorous, media-rich 80+ CTE courses prepare students for the workforce and post-secondary education.

MIDDLE SCHOOL
Career Explorations I
Career Explorations II
Career Explorations III
Keyboarding and Applications
Principles of Coding

Introduction to Agriculture, Food, and Natural	TURAL RESOURCES	AGRICULTURE, FOOD & NATURA
Resources A-G	ood, and Natural	Introduction to Agriculture, Food, a Resources

Agribusiness Systems	A-G
Animal Systems	A-G
Environmental Service Systems	A-G
Food Products and Processing Systems	A-G
Natural Resources Systems	A-G
Plant Systems	A-G
Power Structural and Technical Systems	

BUSINESS MANAGEMENT & ADMINISTRATION	
Business Law	A-G
Career Management	A-G
Office 2010 Applications 1 Microsoft Word®, PowerPoint®, and Publisher®	A-G
Office 2010 Applications 2 Microsoft Excel®	

A-G

Office 2013 Applications 1 Microsoft Word®, PowerPoi and Publisher®	int®, A-G
Office 2013 Applications 2 Microsoft Excel® and Access®	A-G

and Access[®]

Principles of Business and Finance	A-G
Small Business Entrepreneurship	A-G
Technology and Business	

HEALTH SCIENCE	
Introduction to Careers in the Health Sciences	A-G
Careers in Allied Health	A-G
Forensics: Using Science to Solve a Mystery	A-G
Nursing: Unlimited Possibilities and Unlimited Potential	A-G
Physicians, Pharmacists, Dentists, Veterinarians, and Other Doctors	A-G
Public Health: Discovering the Big Picture in Health Care	A-G
Scientific Discovery and Development	A-G
Therapeutics: The Art of Restoring and Maintaining Wellness	A-G

HOSPITALITY & TOURISM	
Introduction to Hospitality and Tourism	A-G
Food and Beverage Management	A-G
Food Safety and Sanitation	A-G

HUMAN SERVICES	
Introduction to Human Services	A-G
Counseling and Mental Health Services	A-G
Early Childhood Development and Services	A-G
Family and Community Services	A-G
Introduction to Consumer Services	A-G
Introduction to Human Growth and Development	A-G
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INFORMATION TECHNOLOGY	
Introduction to Information Technology	A-G
Fundamentals of Computer Systems	A-G
Fundamentals of Digital Media	A-G
Fundamentals of Programming and Software Development	A-G
Introduction to Information Technology Support and Services	A-G
Introduction to Network Systems	A-G
Network System Design	A-G
New Applications: Web Development in the 21st Century	A-G
Software Development Tools	A-G

LAW, PUBLIC SAFETY, CORRECTIONS, AND SECURITY	
Introduction to Law, Public Safety, Corrections, and Security	A-G
Corrections: Policies and Procedures	A-G
Fire and Emergency Services	A-G
Law Enforcement Field Services	A-G
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SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS (STEM)	
Introduction to STEM	A-G
Engineering and Design	A-G
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Engineering and Product Development	A-G
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Science and Mathematics in the Real World	A-G
Scientific Research	A-G
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ARCHITECTURE & CONSTRUCTION	
Introduction to Careers in Architecture and Construction	A-G
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ARTS, A/V TECHNOLOGY & COMMUNI	CATIONS
Communications	~~
A/VTechnology and Film Careers	A-G

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Introduction to Careers in Education and Training A-G	
Teaching and Training Careers	A-G
FINANCE	
Introduction to Careers in Finance	A-G
Banking Services Careers	A-G
Money Matters A	
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GOVERNMENT & PUBLIC ADMINISTRATIO	N
Introduction to Careers in Government and F	

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Introduction to Careers in Manufacturing	A-G
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MARKETING	

MARKETING			
Introduction to Careers in Marketing	A-G		
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TRANSPORTATION, DISTRIBUTION & LOGISTICS			

Careers in Logistics Planning and Management	
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Introduction to Careers in Transportation,

Distribution, and Logistics

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Marketing and Sales for Tourism and Hospitality	A-G A-G	CALIFORNIA COURSE GUIDE 2017-18 & 2018-19 A-G indicates courses are approved by UCOP. A-G' indicates new course submissions for 2017-19 pending approval by UCOP. Microsoft, Microsoft Word*, Microsoft PowerPoint*, Microsoft Access*, and Microsoft Publisher* are registered trademarks of Microsoft Corporation* in the United
Planning Meetings and Special Events	A-G	States and/or other countries. Office Applications I and II are independent publications and are not affiliated with, nor have they been authorized, sponsored, or otherwise approved by Microsoft Corporation®.
Sustainable Service Management for Hospitality and Tourism	A-G	Copulation -
Transportation and Tours for the Traveler	A-G	

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BASE EDUCATION COURSE GUIDE 2017-18 & 2018-19

COURSE GUIDE FOR GRADE 6-12 STUDENTS

Anger Management Avoiding Exploitation Black and White Thinking *Bullying/Cyberbullying Character Traits Coping Strategies Cultural Implications Within Family and Learned Behavior *Digital Citizenship *Future Goals Getting to Know You Healthy Communication Impulsive Decision-Making Irrational Thinking Learned Helplessness *Motivation Primary and Secondary Impacts of Behavior Putting it all Together Raising Awareness About Opiates Refocus Refusal Skills Restorative Practices *Self-Esteem Strategies for Successful Return to School Substance Abuse Talking to Parents and Guardians Talkingto Peers Truancy	Adrena	ABLE NOW FOR GRADES 6-12
Black and White Thinking *Bullying/Cyberbullying Character Traits Coping Strategies Cultural Implications Within Family and Learned Behavior *Digital Citizenship *Future Goals Getting to Know You Healthy Communication Impulsive Decision-Making Irrational Thinking Learned Helplessness *Motivation Primary and Secondary Impacts of Behavior Putting it all Together Raising Awareness About Opiates Refocus Refusal Skills Restorative Practices *Self-Esteem Strategies for Successful Return to School Substance Abuse Talking to Parents and Guardians Talkingto Peers Truancy	Anger N	Management
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Refocus Refusal Skills Restorative Practices *Self-Esteem Strategies for Successful Return to School Substance Abuse Talking to Parents and Guardians Talkingto Peers Truancy	Putting	it all Together
Refusal Skills Restorative Practices *Self-Esteem Strategies for Successful Return to School Substance Abuse Talking to Parents and Guardians Talkingto Peers Truancy	Raising	Awareness About Opiates
Restorative Practices *Self-Esteem Strategies for Successful Return to School Substance Abuse Talking to Parents and Guardians Talkingto Peers Truancy	Refocus	3
*Self-Esteem Strategies for Successful Return to School Substance Abuse Talking to Parents and Guardians Talkingto Peers Truancy	Refusal	Skills
Strategies for Successful Return to School Substance Abuse Talking to Parents and Guardians Talkingto Peers Truancy	Restora	itive Practices
Substance Abuse Talking to Parents and Guardians Talking to Peers Truancy	*Self-E	steem
Talking to Parents and Guardians Talking to Peers Truancy	Strateg	ies for Successful Return to School
Talking to Peers Truancy	Substar	ice Abuse
Truancy	Talking	to Parents and Guardians
	Talking	to Peers
Vision of Self		

NOTE: Courses marked with an asterisk are recommended for use as prevention courses. However, other courses may be substituted for these. All courses may be used for prevention or intervention.

COMMITTO COOK TON CHADLO U-12	
Coming Soon for Grades 6-12	
Anxiety/Depression	
LGBTQ	
Mood Management	
Aggression	
Children of Divorce	
Gangs	
Self-Harm	
Hopelessness	

COMING SOON FOR GRADES 6-12

COMING SOON FOR GRADES 3-5
All About Me
Digital Citizenship
Self-Regulation
Healthy Friendships
Goals
Bullying/Cyberbullying
Feeling Proud
Member of My Community
Using my Voice

NOTE: Coming Soon courses marked in BOLD will be first to release.

- All student courses have adult versions for teachers, parents/guardians, and educators.
- All BASE Education courses are available in both English and Spanish.
- · All student courses are:
 - designed for ages 12-21
 - aligned to Collaborative for Academic, Social, and Emotional Learning (CASEL) competencies
 - based on Multi-tiered System of Support (MTSS) and Positive Behavioral Interventions & Supports (PBIS) best practices.
- Five Courses approved, sponsored or coauthored by national organizations:
 - Getting to Know You Supported by the PALS4Ed Organization
 - Avoiding Exploitation Support from ¡Emphatize
 - Raising Awareness About Opiates Film and Processing Questions - Co-created by the FBI and DEA. School version video addresses dangers surrounding the growing opiate and heroin epidemic.
 - Substance Abuse (30 modules) Developed in accordance with FBI and Act on Drugs
 - Truancy-StampofApprovalfromNational CenterforSchoolEngagementPractices.
- All courses may be assigned as Tier 1, 2 or 3*, often in clusters depending on needs or priorities for students. Students or adults may also complete courses based on interest or preference of school or district related to prevention or intervention.
 - *Tier I, 2 and 3 reference: Multi-tiered System of Support (MTSS)

New course releases anticipated fall 2016. Course availability subject to change. Projected release date for SSO via Odysseyware TBD.

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PREPARING STUDENTS FOR COLLEGE, CAREER, & life.

Appendix B

Navigation Guides

Not provided

CONFIDENTIAL



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: Contract with Odysseyware for Online Curriculum and eLearning Programs Request for Proposal

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

8 8 2018

Date

Alfredo Rubalcava

MPS CEO & Superintendent

Date

250 E. 1st Street Suite 1500, Los Angeles, CA 90012 | www.magnoliapublicschools.org

Cover Sheet

Reserve Money for Synthetic Turf and to Purchase Temp. Shade Structures for Lunch Area for MSA- SD

Section: II. Consent Items

Item: E. Reserve Money for Synthetic Turf and to Purchase Temp.

Shade Structures for Lunch Area for MSA-SD

Purpose: Vote

Submitted by:

Related Material: II E Reserve for MSA SD.pdf



Board Agenda Item #	II.E Consent Item
Date:	08/09/2018
To:	Magnolia Public Schools Board of Directors ("MPS Board")
From:	Alfredo Rubalcava, CEO and Superintendent
Staff Lead:	Gokhan Serce, Principal, MSA San Diego Patrick Ontiveros, Director of Facilities and General Counsel
RE:	Approval to use Reserves to pay for the synthetic Turf and Temporary Shade Structure for Lunch Area - REVISED

I. Proposed Board Motion

Staff recommends and moves that the MPS Board approve the use of reserves to pay for the a addition of synthetic turf and a temporary shade structure for lunch area.

This scope of work is unrelated to the current MSA-San Diego project and its close-out. It will not negatively impact the close out of the Project.

II. Background

Due to the limited construction budget for the construction of the MSA-San Diego campus, a school lunch area shade structure and synthetic turf was excluded from the construction scope of work. MSA-San Diego staff believes the proposed improvements will enhance the comfort and usability of the campus and be attractive to potential students. The scope of work is described below:

Lunch Shelter: MSA-San Diego has been waiting for the original construction project to be completed in order to make site improvements but since the project has not been closed out, the school would like to purchase temporary folding canopies to provide shaded area during lunch and recess. MPS staff will investigate the possibility of having the local utility fund and install solar shade structures.

Synthetic Turf Area: Based on parent/student meetings and survey results our school community started raising money to install synthetic turf for the fenced dirt area in the play area. Unfortunately the fundraising amount was below the quotes. We would like MPS Board to approve the use of school reserves to pay for the turf installation to start the project. The goal is to install the synthetic turf before the end of the first week of school.



III. Budget Implications

The anticipated budget for these two projects is as follows:

The amount of Temporary Canopies: \$2,799.50

Synthetic Turf Installation: \$12,800

The amount available in reserves available to pay for these projects based on May Financials is **\$1,260,739**. Based on the foregoing there will be no negative impact on MSA-San Diego's operations.

IV. Exhibits (attachments):

- -Canopy Pricing
- -Synthetic Turf Quotes
- -MSA-San Diego May Financials



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ABCCANOPY

ABCCANOPY (18+ colors) 10x15 Pop up Tent Instant Canopy Commercial Outdoor Canopy with Wheeled Carry Bag Bonus 4x Weight Bag (white)

** 24 customer reviews | 12 answered questions

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- Package includes: 1 x 10ft by 15ft pop up canopy (100%waterproof) 4 x Sandbags 4 x Ropes 4 x Stakes 1 x Roller Carry bag
- Frame: Black Powder-Coated Rush Resistant Steel frame with 100% nylon mold brackets 1 1/4" thick Square shaped legs 20% stronger than ez up Express II. Super strong 26mm x 13mm x 1mm truss bars. Strudy nylon feet with two drilled holes Smooth and safe push buttons sliders. Every spare part stocked
- Canopy Materials: 500 Denier Polyester with PU lining, 100% Waterproof. Heat Sealed Seams .100% Waterproof .Reenforced stress points where peaks poles meet canopy.Large 2" Velcro along the underside of canopy to attach walls
- Wheeled Bag: Super Heavy duty roller bag, usually service you more than 3 years, Market leading six months warranty, Double stronger than ez up roller bag Top and cover bag sturdy wheels on solid steel axle for easy portability 2 Formed rubber handles for lifting 1 formed rubber handle for rolling Reinforced base plate heavy-duty zipper e-z glide wheels
- · Why buying from us: 1year frame warranty, 6months top & roller bag warranty

New (1) from \$279.95 prime





- 4-Year Protection for \$16.21 3-Year Protection for \$15.18
- Add to Cart **Buy Now**

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Cornelio Egasani < cegasani@magnoliapublicschools.org >

Turf in common area

1 message

Christopher Payne <omegaturf@gmail.com>

Mon, Apr 2, 2018 at 12:04 PM

To: gserce@magnoliapublicschools.org, cegasani@magnoliapublicschools.org

Dear Mr. Serce and Mr. Egasani,

I spent some time over the weekend looking for ways to lower the cost of turfing the DG playground area for you. Since we were talking about advertising opportunities being a possibility, I'm revising my earlier quote to you as follows:

- Rake and level existing decomposed granite
- Supply and install approximately 15 tons of new decomposed granite necessary for proper leveling and drainage, rake and machine compact
- Supply and install approximately 3024 sq. ft of heavy duty fabric weed suppressant
- Supply and install approximately 3024 sq. ft of Sigma-50 synthetic turf over weed block
- Brush, infill turf and clean and surrounding area

Original Price: 15,800.00

Advertising Adjustment (3,000.00) Net Cost to School: 12,800.00

I'm making a concerted effort to get this done for the School at a special rate. The net cost of this is \$4.23 per sq. ft. installed in a project that would normally cost approximately twice that amount. I'm able to offer this to the school provided we start the work as soon as possible to maximize the advertising value for the Company.

Any thoughts or questions, please let me know.

Best regards,



Chris Payne President OmegaTurf, Inc. 619-841-4010



Scot Wozniak President & CEO 613 Redlands Pl Bonita, CA 91902 619-495-0722 www.sandiegolawns.com

May 16 2018,

Neil Egasani

Magnolia Science Academy,

I very much appreciate the opportunity to work with you on this project. Taking into consideration the drought, the difficulties and expense of maintaining natural grass, and the evolution of artificial turf, I truly believe that artificial grass is going to be a superb, solution for your this space.

THE PRODUCT:



The turf products we discussed for this area are distributed by Global Synthetic Turf, located in Hayward, CA. They are all PREMIUM grade products with a tri-colored blade design that incorporates the brown or "dead' thatch, adding contrast to provide a natural look which is almost indistinguishable from natural grass. The turf products carry 15-year manufacturers warranty.

INSTALLATION PROCESS:

In your case, there is no removal of existing material, and we will only have to import a small amount of additional base (DG). This will be reflected in your pricing. We will compact and crown the area so the base will thoroughly support the usage, and provide excellent drainage with no puddling during hard rains. We will also treat the area with weed killer and put down weed barrier to prevent weeds from germinating through the drainage holes.

We will remove all sprinkler heads in the zones, and cap the lines to ensure no leakage. All drains will be adjusted to our base height and slope grade. (If applicable)

All perimeters will be nailed to the base using 5" nails and the perimeter edges will have roughly a 1/2" reveal (blade height above walkway).

The turf will be finished using 2lbs of <u>SAND</u> infill per every square foot of turf installed. WE DO NOT USE RUBBER INFILL! The sand will be powerbroomed into the turf where it will ultimately reside beneath the thatch layer, about 3/8" from the bottom. The sand material will be virtually unnoticeable. It will not attach itself to people, it will not fly up, and it will not migrate to any significant degree even after heavy rains or winds.

Our installation is warrantied for 4 years.

This project will take 2-3 days to complete.

Pricing:

I have estimated the square footage at 3100 at an installed price of \$5.00 / square foot. **\$15,500 including sales tax.**

Please feel free to contact me at the number listed above or by email with any questions. I very much look forward to completing this project for you.

Sincerely,

Scot R Wozniak

	YTD	Budget			
			2nd Interim		
			(Approved	•	Current
		Adopted	Revised	Current	Forecast
0.111111	Actual YTD	Budget	Budget)	Forecast	Remaining
SUMMARY					
Revenue	0.044.004	0.000.440	0.000.005	0.050.404	000 000
LCFF Entitlement	2,641,864	3,298,113	2,960,085	2,950,464	308,600
Federal Revenue	52,801	125,122	131,511	134,192	81,391
Other State Revenues	604,797	393,481	635,855	674,527	69,730
Local Revenues	57,221	78,739	75,435	76,164	18,942
Fundraising and Grants	30,503	31,153	33,051	33,051	2,548
Total Revenue	3,387,186	3,926,609	3,835,935	3,868,397	481,211
<u>_</u>					
Expenses	4 004 050	0.040.400	0.400.000	0.400.400	475 405
Compensation and Benefits	1,984,958	2,210,402	2,199,260	2,160,423	175,465
Books and Supplies	71,618	144,548	330,564	125,902	54,283
Services and Other Operating Expenditures	1,265,623	1,352,286	1,437,066	1,539,069	273,446
Depreciation	40,901	30,295	30,295	30,951	(9,950)
Other Outflows	11,675	-	-	-	(11,675)
Total Expenses	3,374,775	3,737,532	3,997,185	3,856,345	481,570
Operating Income	12,411	189,077	(161,249)	12,053	(359)
Operating income	12,411	109,077	(101,243)	12,033	(559)
Fund Balance					
Beginning Balance (Unaudited)		1,189,492	1,189,492	1,189,492	
Audit Adjustment		· · · · · -	59,194	59,194	
Operating Income		189,077	(161,249)	12,053	
. •		•	, , ,	·	
Ending Fund Balance		1,378,569	1,087,437	1,260,739	

KEY ASSUMPTIONS
KET ASSUMPTIONS
Enrollment Summary
4-6
7-8
Total Enrolled
ADA %
4-6
7-8
Average ADA %
ADA
4-6
7-8
Total ADA

YTD	Budget					
Actual YTD	Adopted Budget	2nd Interim (Approved Revised Budget)	Current Forecast	Current Forecast Remaining		
	150	126	126			
	300	279	279			
	450	405	405			
	96.5%	96.5%	96.1%			
	96.5%	95.9%	95.6%			
	96.5%	96.1%	95.8%			
	144.75	121.59	121.13			
	289.50	267.70	266.85			
	434.25	389.29	387.98			

Budget

YTD

					-9	
				2nd Interim		
				(Approved		Current
			Adopted	Revised	Current	Forecast
		Actual YTD	Budget	Budget)	Forecast	Remaining
REVE	NUE					
LCFF	Entitlement					
8011	Charter Schools LCFF - State Aid	633,240	865,497	779,329	675,998	42,758
8012	Education Protection Account Entitlement	59,003	86,850	77,858	77,596	18,593
8019	State Aid - Prior Years	(2,519)	-	-	(2,519)	(0)
8096	Charter Schools in Lieu of Property Taxes	1,952,140	2,345,766	2,102,898	2,199,389	247,249
	SUBTOTAL - LCFF Entitlement	2,641,864	3,298,113	2,960,085	2,950,464	308,600
Feder	al Revenue					
8181	Special Education - Entitlement	-	53,500	53,500	55,319	55,319
8220	Child Nutrition Programs	11,799	28,455	28,455	28,455	16,655
8291	Title I	29,108	25,163	32,091	32,957	3,849
8292	Title II	1,824	7,804	7,265	7,261	5,437
8296	Other Federal Revenue	10,070	10,200	10,200	10,200	130
	SUBTOTAL - Federal Revenue	52,801	125,122	131,511	134,192	81,391
Other	State Revenue					
8319	Other State Apportionments - Prior Years	7,782	-	7,782	7,782	0
8381	Special Education - Entitlement (State)	175,542	223,205	200,095	199,422	23,880
8382	Special Education Reimbursements (State) - MH	19,800	-	-	39,600	19,800
8520	Child Nutrition - State	782	1,832	1,832	1,832	1,051
8550	Mandated Cost Reimbursements	66,581	5,711	66,581	66,581	(0)
8560	State Lottery Revenue	44,492	83,354	75,522	75,268	30,776
8593	Prop 39 Clean Energy	204,662	-	204,662	204,662	-
8596	ASES	85,157	79,380	79,380	79,380	(5,777)
	SUBTOTAL - Other State Revenue	604,797	393,481	635,855	674,527	69,730
Local	Revenue					
8650	Leases and Rentals		7,000	7,000	7,000	7,000
8660	Interest	2,376	1,891	1,891	2,500	124
8682	Summer Program	21,966	26,848	21,966	21,966	-
0002		1 2.,500	20,010	2.,500	21,000	

8690	Other Local Revenue
8693	Field Trips
8699	All Other Local Revenue
8720	Revenue Program 20
8910	Contributions from Unrestricted Resource (0000-0)
8999	Uncategorized Revenue
	SUBTOTAL - Local Revenue

Fundraising and Grants

8802 Donations - Private 8803 Fundraising

SUBTOTAL - Fundraising and Grants

TOTAL REVENUE

YTD	Budget				
Actual YTD	Adopted Budget	2nd Interim (Approved Revised Budget)	Current Forecast	Current Forecast Remaining	
1,678	-	1,578	1,678	-	
19,340	43,000	43,000	43,000	23,660	
0	-	-	-	(0)	
20	-	-	20	-	
-	-	0	0	0	
11,841	-	-	-	(11,841)	
57,221	78,739	75,435	76,164	18,942	
-	-	1,898	1,898	1,898	
30,503	31,153	31,153	31,153	650	
30,503	31,153	33,051	33,051	2,548	
3,387,186	3,926,609	3,835,935	3,868,397	481,211	

		YTD	Budget			
				2nd Interim		
				(Approved		Current
			Adopted	Revised	Current	Forecast
		Actual YTD	Budget	Budget)	Forecast	Remaining
EXPE	NSES					
Comp	ensation & Benefits					
Certif	icated Salaries					
1100	Teachers Salaries	933,562	1,071,231	1,043,442	1,003,420	69,858
1300	Certificated Supervisor & Administrator Salaries	357,706	344,918	396,732	402,732	45,026
	SUBTOTAL - Certificated Salaries	1,291,268	1,416,149	1,440,174	1,406,152	114,884
Class	ified Salaries					
2400	Classified Clerical & Office Salaries	58,299	143,640	38,480	38,480	(19,819)
2900	Classified Other Salaries	135,648	87,920	162,198	162,198	26,550
	SUBTOTAL - Classified Salaries	193,947	231,560	200,678	200,678	6,731
		·	•	,	•	•
	oyee Benefits					
	STRS	180,252	192,002	195,330	192,163	11,911
3200	PERS	25,813	33,945	31,167	31,167	5,355
3300	OASDI-Medicare-Alternative	32,794	43,554	41,600	40,358	7,563
3400	Health & Welfare Benefits	243,653	270,550	270,550	270,550	26,898
3500 3600	Unemployment Insurance Workers Comp Insurance	1,176 16,056	3,824 18,553	1,028 18,476	1,005 18,093	(171) 2,037
3900	Other Employee Benefits	10,030	266	257	257	2,037
3300	SUBTOTAL - Employee Benefits	499,743	562,693	558,407	553,593	53,850
	control 2 improyee Denomic	100,110	002,000	000,101	000,000	33,333
Books	s & Supplies					
4100	Approved Textbooks & Core Curricula Materials	139	5,000	5,000	5,000	4,861
4200	Books & Other Reference Materials	202	5,000	5,000	5,000	4,798
4315	Custodial Supplies	2,550	6,180	6,180	6,180	3,630
4320	Educational Software	8,032	10,000	6,731	8,290	259
4325	Instructional Materials & Supplies	14,377	28,000	21,962	20,462	6,085
4326	Art & Music Supplies	959	2,266	2,266	2,266	1,307
4330	Office Supplies	7,909	5,000	9,000	9,000	1,091

	YTD	Budget			
			2nd Interim		
			(Approved		Current
		Adopted		Current	Forecast
					Remaining
··		•			593
					1,580
·		1,030			498
	175	-		175	-
	-			-	-
					6,681
	(641)				6,081
	-		3,367	3,367	3,367
	-	34,830	-	-	-
		-			9,796
Other Food		•	· · · · · · · · · · · · · · · · · · ·		3,656
SUBTOTAL - Books and Supplies	71,618	144,548	330,564	125,902	54,283
cas & Other Operating Expanses					
	_	362 702	_		_
	175	502,792	_	500	25
		5 150	5 150		3,525
					5,866
					2,415
					704
•					913
		•			40,124
, , ,		•			12,105
					117
• •					(15,847)
					10,048
· · · · · · · · · · · · · · · · · · ·					3,904
	- 1,000				10,300
•	_				1,030
<u> </u>	50,465				28,915
					1,775
·		•	•		(0)
		PE Supplies Non Instructional Student Materials & Supplies Teacher Supplies PY Supplies Expenses (not accrued) Noncapitalized Equipment Classroom Furniture, Equipment & Supplies Computers (individual items less than \$5k) Non Classroom Related Furniture, Equipment & Supplies Food Student Food Services Other Food SUBTOTAL - Books and Supplies Travel & Conferences CMO Fees Travel & Conferences Conference Fees Travel - Mileage, Parking, Tolls Travel and Lodging Dues & Memberships Insurance - Other Operations & Housekeeping Utilities - Gas and Electric Equipment Leases Repairs and Maintenance - Building Repairs and Maintenance - Other Equipment Accounting Fees School Programs - After School Program School Programs - Academic Competitions Assupplies Actual YTD 2,907 4,600 2,907 4,600	PE Supplies	PE Supplies	PE Supplies

5822	Other Professional Services
5824	District Oversight Fees
5830	Field Trips Expenses
5833	Fines and Penalties
5845	Legal Fees
5851	Marketing and Student Recruiting
5857	Payroll Fees
5858	CMO Fees Expense
5861	Prior Yr Exp (not accrued)
5863	Professional Development
5864	Professional Development - Tuition Reimbursement
5869	Special Education Contract Instructors
5872	Special Education Encroachment
5884	Substitutes
5887	Technology Services
5900	Communications
5915	Postage and Delivery
	SUBTOTAL - Services & Other Operating Exp.
Canita	J Outlay & Danragistian

Capital Outlay & Depreciation

6900 Depreciation

SUBTOTAL - Capital Outlay & Depreciation

Other Outflows

7999 Uncategorized Expense

SUBTOTAL - Other Outflows

TOTAL EXPENSES

YTD	Budget			
		2nd Interim		
		(Approved	_	Current
	Adopted	Revised	Current	Forecast
Actual YTD	Budget	Budget)	Forecast	Remaining
21,768	19,596	36,994	36,394	14,627
28,372	32,981	29,601	29,505	1,133
30,490	45,000	45,000	45,000	14,510
2,818	894	2,038	2,852	34
9,072	15,000	15,000	15,000	5,928
920	12,000	12,000	12,000	11,080
10,911	15,965	15,965	15,965	5,054
299,395	-	326,613	326,613	27,218
27,530	-	3,324	27,530	0
2,854	5,000	12,000	12,000	9,146
4,195	15,500	15,500	15,500	11,305
52,463	56,650	56,650	56,650	4,188
-	11,068	10,144	10,190	10,190
23,638	19,570	19,570	65,570	41,932
42,580	45,200	44,794	44,794	2,213
6,759	3,000	12,628	12,628	5,869
1,897	5,000	5,000	5,000	3,103
1,265,623	1,352,286	1,437,066	1,539,069	273,446
40,901	30,295	30,295	30,951	(9,950)
40,901	30,295	30,295	30,951	(9,950)
11,675	-	-	-	(11,675)
11,675	-	-	-	(11,675)
3,374,775	3,737,532	3,997,185	3,856,345	481,570

Cover Sheet

Approval of Two (2) Change Orders for the Magnolia Science Academy-1 Project

Section: II. Consent Items

Item: F. Approval of Two (2) Change Orders for the Magnolia Science

Academy-1 Project

Purpose: Vote

Submitted by:

Related Material: II F Change Order Requests for MSA1.pdf



Board Agenda Item #	II.F Consent Item
Date:	August 9, 2018
То:	Magnolia Public Schools ("MPS") Board of Directors (the "MPS Board")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Project Change Order Requests for MSA 1 (New Construction and Tenant Improvement Projects) REVISED

I. Proposed Board Recommendation(s)

Staff recommends and moves that the MPS Board approve two (2) change order requests (each, a "<u>COR</u>" and together, the "<u>CORs</u>") – one for the MSA 1's new construction project for \$57,118.00 and one for MSA 1's tenant improvement project for \$22,669.00. Primesource Project Management (MSA 1's construction manager) board report is attached as an exhibit.

II. Background

Board policy requires that all project change orders be brought to the Board for review and approval.

MSA 1 is constructing a new building at 18220 Sherman Way immediately adjacent to its existing building at 18238 Sherman Way in Reseda. Concurrently, MSA 1 has investigated the structural soundness of its existing building and is in the process of preparing plans to bring the building up to seismic code requirements.

A. New Construction Project (New High School Building)

The new construction project, which upon completion will house MSA 1's high school students, is being financed with the proceeds from the 2017 bond issuance. The bond requires that payment and performance bonds be provided to cover the full amount of the construction contract. The Committee and MPS Board previously approved the award of the contract to Oltmans Construction Co. ("Oltmans") for Seven Million Three Hundred Ninety Two Thousand Four Hundred Seventy Nine Dollars (\$7,392,479). Such price did not include the cost of the payment and performance bonds. COR 1 (named Potential Change Item (PCI) 001 by Oltmans) is for the cost of obtaining the payment and performance bonds. The cost of COR 1 was appropriately accounted for and does not result in a net increase to the budget for the new construction project previously presented to and approved by the Committee and the Board.



B. Tenant Improvement Project (Seismic Retrofit and Square Footage Expansion of Middle School Building)

The tenant improvement project will consist of the seismic retrofit of the existing building and the expansion of the floor area. Upon completion of the new high school building referenced above, the existing building will house MSA 1's middle school students.

The Committee and MPS Board previously approved the award of a contract to Brandow & Johnston Structural Engineers to perform structural investigations of the existing building. As part of the structural investigation it was necessary to uncover various structural elements and connections to establish the actual conditions of the building and to design the seismic retrofits accordingly. Because Oltmans had crew on-site, it was deemed most cost effective to have the Oltmans crew undertake the work on a time and material basis. The total cost for the work is \$22,669. Even though this invoice was presented as a Change Order to the New Construction Project, the invoice represented by this change order will be paid from the proceeds of the 2014 Bond Financing.

III. Budget Impacts

A. New Construction Project – New High School Building

The source of funds to pay for COR 1 is the 2017 Bond Financing. There is no net impact to the project budget because of COR 1. The cost for the payment and performance bonds was accounted for in the project budget presented to the MPS Board.

B. Tenant Improvement Project – Seismic Retrofit and Square Footage Expansion of Middle School Building

The source of funds to pay for COR 2 is the 2014 Bond Financing. While the final budget has not been developed for the improvements to the existing building, the additional investigative work was necessary to provide a complete picture of the deficiencies in the existing building and to avoid change orders in the future for unforeseen conditions.

IV. Exhibits (Attachments)

Primesource Project Management Report

- o Change Order Request #1 (PCI 001)
- o Change Order Request #2 (PCI 009)





Board Report: MSA-1 New High School Classroom - General Contractor Change Order

Requested Board Action: That the Board approve the issuance of two change orders to Oltmans: (1) to provide payment and performance bonds in the amount of \$57,118.00; and (2) to remove and replace drywall to assist the seismic assessment of the MS building in the amount of \$22,669.00. These changes will have no schedule impact.

Background:

Change Order #1 - The MSA-1 New High School Classroom project was procured without a requirement to provide payment and performance bonds in order to minimize overall project coast. Staff took alternative actions to control project risk at a lower cost. As previously explained to the Board, subsequent to the contract award Magnolia was required to obtain 100% payment and performance bonding as a condition of the 2017 Bond financing. The cost of these bonds is \$57,118.00 (see attached Potential Change Item #001 report and backup from Oltmans). Contractors use a single bonding company at any time and there is no opportunity to require the use of an alternative bonding company or to negotiate price. However, the rate quoted is below industry average for general contractors on this size project.

There is no schedule impact associated with this change.

The cost of this change order will come from the project contingency fund; the remaining balance for the contingency fund remains adequate for this project.

There is no change to the approved project budget for the new HS classroom building; the primary source of funding for this change will be the 2017 MPS Bond.

Change Order #2 – The MSA-1 existing classroom building will become the middle school for the campus. The Board previously authorized a seismic assessment of the building and preparation of a voluntary seismic retrofit design. As the Board was previously informed, it became necessary to uncover various structural elements and connections to establish the actual conditions of the building and to design a seismic retrofit. Staff determined that it was easiest and most cost effective use Oltmans for this work: Oltmans craftsmen were already on site and Oltmans labor rates are market competitive (union standard rates).

The work required multiple iterations as the engineers learned more about the building and as additional questions were raised making it hard to identify scope prior to the beginning the task. Therefore the work was done on a Time & Material basis. The



cost of this work was \$22,669.00 (see attached Potential Change Item #009 report and backup from Oltmans).

There is no schedule impact associated with this change.

The cost of this change order will come from the seismic retrofit line item in the project budget already approved by the Board.

There is no change to the approved project budget form improvements to the MS building; the primary source of funding for this change will be the 2014 MPS Bond.



Exhibit 1

Change Order Request #1



POTENTIAL CHANGE ITEM

PCI001

10005 Mission Mill Road

Whittier, CA 90601 Phone: (562) 948-4242 Fax: (562) 695-9267

TITLE: DATE: 06/11/2018 Contract Bond

PROJECT: **PROJECT NO.:** 18049 Magnolia Science Academy

TO:

Magnolia Educational and Research Foundation

250 E. 1st St., 1500 Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This Change Order Request includes costs associated with the performance and payment bonds.

Description	Amount
GL	513.00
SDI	661.00
Bond	432.00
Contract bond	52,812.00
Fee	2,700.00
SUBTOTAL:	57,118.00
	SDI Bond Contract bond Fee

TOTAL COST FOR THIS CHANGE ORDER REQUEST: 57,118.00

APPROVAL: APPROVAL:

Oltmans Construction Co. Magnolia Educational and Research

BY: Devin Ulibarri BY: DATE: DATE:

Page 1 of 1

Carmack Insurance

License #0508650 4000 Westerly Place #200 Newport Beach, CA 92660

> Oltmans Construction Co 10005 Mission Mill Road Whittier, CA 90608

INVOICE

Customer	Oltmans Construction Co
Acct#	255
Date	07/09/2018
Customer Service	Patricia Thorbourne
Page	1 of 1

Payment Information						
Invoice Summary		\$ 52,812.00				
Payment Amount						
Payment for:	Invoice#81029					
72BCSHX6441 JOB# 1804	9					

Thank You

Please detach and return with payment

8

Customer: Oltmans Construction Co

Invoice	Effective	Transaction	Description	Amount		
81029	07/09/2018	New business	Policy #72BCSHX6441 JOB# 18049 07/09/2018-07/09/2019 Hartford Fire Insurance Company Magnolia Science Academy - New business Magnolia Science Adademy Project #18049 Contract Amount \$7,392,479 Due Date: 7/19/2018	52,812.00		
				Total		
				\$ 52,812.00		
				Thank You		
We now acce	We now accept Credit Card and ACH/Debit payments through the vendor ePAYPolicy.					
If interested,	We now accept Cleur Card and Acrobesh payments through the vendor er Arrolloy. If interested, ask me to send you their payment link.					

 Carmack Insurance
 (800)228-6630
 Date

 License #0508650 4000 Westerly Place #200
 07/09/2018

 Newport Beach, CA 92660
 07/09/2018

Bond Number: 72BCSHX6441

Premium: \$52,812.00

Premium is for contract term and is subject to adjustment based on final contract price

Executed in Duplicate



Performance Bond

CONTRACTOR:

(Name, legal status and address) Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

OWNER:

(Name, legal status and address) Magnolia Education & Research Foundation, DBA Magnolia Public Schools 250 East 1st Street, Suite 1500 Los Angeles, CA 90012

CONSTRUCTION CONTRACT

Date: June 11, 2018

Amount: \$7,392,479.00

MSA-1 New High School Classroom Project Description: (Name and location) 18220 West Sherman Way, Los Angeles, CA 91335

SURETY:

(Name, legal status and principal place of business) Hartford Fire Insurance Company

440 East Huntington Drive, Suite 317

Arcadia, CA 91106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined

Performance and Payment Bond.

BOND

Date: July 9, 2018

(Not earlier than Construction Contract Date)

Amount: \$7,392,479.00

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

(Corporate Seal) Company:

Oltmans Construction Co.

Signature: Name

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

and Title:

Millennium Corporate Solutions, LLC 550 North Brand Blvd., Suite 1100 Glendale, CA 91203 818-844-4100

SURETY

Company: (Corporate Seal)

Hartford Fire Insurance Company

Signature: Name Richard Adair,

and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:) Franco Architects, Inc.

12345 Ventura Boulevard, Suite H Studio City, CA 91604-2511

818-754-2030

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

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- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for addit CONTRACTOR AS PRINCIPAL	tional signatures of added	parties, other than those app SURETY	, other than those appearing on the cover page.) Y			
Company:	(Corporate Seal)	Company:	(Corporate Seal)			
Signature:		Signature:				
Name and Title: Address:		Name and Title: Address:				
			•			

Init.

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POWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza

Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

Agency Name: MILLENNIUM RISK MGMT & INS SVCS

KNOW ALL PERSONS BY THESE PRESENTS THAT:	KNOW ALL	PERSONS BY	THESE	PRESENTS	THAT:
--	----------	------------	-------	----------	-------

Agency Code: 72-253973 Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Richard Adair, Rebecca Haas-Bates, William Syrkin of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Nora M. Stranko Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 9, 2018 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	certificate verifies only the identity of the individual who signed the d not the truthfulness, accuracy, or validity of that document.
State of California)
County of Los Angeles)
On July 9, 2018 before me,	Corinne L. Hernandez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Richard Adair	, ,
, , , , , , , , , , , , , , , , , , , ,	Name(s) of Signer(s).
subscribed to the within instrument and ac	actory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the person(s), n(s) acted, executed the instrument.
CORINNE L. HERNANDEZ Commission # 2083563 Notary Public - California Los Angeles County My Comm. Expires Sep 27, 2018	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Osump Signature of Notary Public
Place Notary Seal Above	- OPTIONAL
	og this information can deter alteration of the document or of this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other	er Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: Richard Adair	Signer's Name:
Corporate Officer — Title(s):	
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservat	tor ☐ Trustee ☐ Guardian or Conservator ☐ Other:
Other: Signer Is Representing: Hartford Fire Insurance Company	Signer Is Representing:
	nalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

MATA° Document A312™ – 2010

Bond Number: 7o2BCSHX6441 Premium Included In Performance Bond Executed in Duplicate

Payment Bond

CONTRACTOR:

(Name, legal status and address) Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

OWNER:

(Name, legal status and address) Magnolia Education & Research Foundation, DBA Magnolia Public Schools 250 East 1st Street, Suite 1500 Los Angeles, CA 90012

CONSTRUCTION CONTRACT

Date: June 11 2018

Amount: \$7,392,479.00

Description:

MSA-1 New High School Classroom Project (Name and location) 18220 West Sherman Way, Los Angeles, CA 91335

SURETY:

(Name, legal status and principal place of business) Hartford Fire Insurance Company

440 East Huntington Drive, Suite 317 Arcadia, CA 91106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

BOND

Date: July 9, 2018

(Not earlier than Construction Contract Date)

Amount: \$7,392,479.00

Modifications to this Bond: ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Oltmans Construction Co.

Company:

(Corporate Seal)

Hartford Fire Insurance Company

Signature:

Name and Title:

Signature: Name

SURETY

Richard Adair, and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

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Millennium Corporate Solutions, LLC 550 North Brand Blvd., Suite 1100 Glendale, CA 91203 818-844-4100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:) Franco Architects, Inc.

12345 Ventura Boulevard, Suite H Studio City, CA 91604-2511

818-754-2030

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.

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- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

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§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract:
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided CONTRACTOR AS	d below for additio PRINCIPAL	nal signatures of added	l parties, other than SURETY	those appearing on	the cover page.)
Company:		(Corporate Seal)	Company:		(Corporate Seal)
Signature:			Signature:		
Name and Title: Address:			Name and Title: Address:		

init.

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POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza

Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

Agency Name: MILLENNIUM RISK MGMT & INS SVCS

Agency Code: 72-253973
X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida
naving their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Richard Adair, Rebecca Haas-Bates, William Syrkin of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by \boxtimes , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

` }

Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Nora M. Stranko Notary Public My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 9, 2018 Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California)
County of Los Angeles)
On _July 9, 2018 before me,	Corinne L. Hernandez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedRichard Adair	
	Name(s) of Signer(s).
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
CORINNE L. HERNANDEZ Commission # 2083563 Notary Public - California Los Angeles County My Comm. Expires Sep 27, 2018	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Of Notary Public
Though this section is optional, completing this	PTIONAL is information can deter alteration of the document or his form to an unintended document.
Description of Attached Document	is form to an unintended document.
10 10 20 20 20 20 20 20 20 20 20 20 20 20 20	Document Date:
Number of Pages: Signer(s) Other Th	
Capacity(ies) Claimed by Signer(s) Signer's Name: Richard Adair Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing: Hartford Fire Insurance Company	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer Is Representing:

Powered by BoardOnTrack



Exhibit 2

Change Order Request #2



POTENTIAL CHANGE ITEM

PCI009

10005 Mission Mill Road

Whittier, CA 90601 Phone: (562) 948-4242 Fax: (562) 695-9267

TITLE: Structural Investigation at MSA-1 Building

Magnolia Science Academy

DATE: 06/18/2018

PROJECT NO.: 18049

TO:

PROJECT:

Magnolia Educational and Research Foundation

250 E. 1st St., 1500 Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This Change Order Request includes costs associated with structural investigation at MSA-1 building, per Owner's request.

Vendor	Description	Amount
Oltmans Drywall/Door	Drywall tape and finish patches after structural observation (OCCO Wall EWO 4)	5,446.00
Oltmans Drywall/Door	Demo specified areas for structural investigation at MSA-1 building, from 6-13-18 to 6-18-18. Includes clean-up and protection of surfaces. (OCCO Wall EWO 1)	7,422.00
Oltmans Drywall/Door	Finish demo and clean up (OCCO Wall EWO 2)	1,210.00
Oltmans Drywall/Door	Drywall and framing demo areas (OCCO Wall EWO 3)	5,097.00
	SUBTOTAL:	19,175.00
	Equipment Rental	1,775.00
	GL	204.00
	SDI	262.00
	Bond	172.00
	Fee	1,071.00
	SUBTOTAL:	3,484.00
	TOTAL COST FOR THIS CHANGE ORDER REQUEST:	22,659.00

APPROVAL:

APPROVAL:

Oltmans Construction Co. Magnolia Educational and Research

BY: Devin Ulibarri BY: DATE: DATE:

Page 1 of 1





Date:	6/29/2018							
Project:	Magnolia Acad	emy DW - 181	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Wor	rk Order No.		4
Description of work perfo areas as directed by Oltma			ntract: Materia	ıl, Equipment, a	nd Labor to tap	e and finish all	reco	onstructed
*Oltmans Superintendent	t's Authorization	n to proceed:						
LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time		Total
Superintendent		\$107.00		\$160.00		\$55.25	\$	-
Foreman		\$76.00		\$116.00		\$40.20	\$	-
Carpenter	64	\$74.00		\$114.00		\$37.85	\$	4,736.00
*All Labor Rates include base	\$4,736.00 e rate, taxable bei	nefits, insuranc	e. workers com	p. and other SUI	Union Fringe Be	enefits.		
Material			Piece count	Amount used	Price	Total		
Invoice 1			EA	Amount useu	0.000			
5/8" Drywall			SQFT		0.285			
3 5/8" 20ga Studs			LF		1.490			-
3 5/8" 20ga Track			LF		0.000			-
Taping Mud			BOX		7.900			_
Plastic Roll			ROLL		35.000			_
Tape			ROLL		5.500			_
1 1/2" 20ga Angle			LF		2.900			-
1 1/2 20ga / wigio					0.000			_
					0.000			_
					0.000			
				Material Total	0.000	\$		
			<u> </u>	material retai		<u> </u>		
Subcontractor Total	\$0.	00		Material Total		\$		-
OH&P on Subcontractor	\$0.	00		Tax	9.75%	\$		-
Labor Total	\$4,73	6.00		OH&P	15%	\$		710.40
Grand Total	\$5,44	6.40						
**Oltmans Superintendan	it's Labor and M	laterial Verifi	cation:	-				
Oltmans Wall Representa	itive:							

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6.29.18

Project: MAGNOLIA SCIENCE CENTEZ

Attn:

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601 Extra Work Order No.

Description of work performed as a change to the contract:

THIS EWO IS FO CAPTURE ALL THE LABOR HOURS

ACCUMULATED DURING THIS JOB FOR THE TAPERS DRYWALL THPING FROM DEMOLITION - 48

· DRYWALL TAPING EXISTING PATCHES - 16

*Oltmans Superintendant's Authorization to proceed:

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
reman				\$ -
TAPER Carpenter	64			\$ -
Labor Total	\$0.00			

^{*}All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amount use	d Price	Total
		-	
	4		
	4		

 Subcontractor Total
 \$0.00
 Material Total
 \$

 OH&P on Subcontractor
 \$0.00
 Tax
 9.25%
 \$

 Labor Total
 \$0.00
 OH&P
 15%
 \$

Grand Total \$0.00

**Oltmans Superintendant's Labor and Material Verification:

Oltmans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.





Date:	6/18/2018							
Project:	Magnolia Acad	lemy DW - 1817	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Wor	k Order No.		1
Description of work perfo as directed by Oltmans Sup		nge to the coi	ntract: Materia	I, Equipment, a	nd Labor to der	no areas speci	fied	on plans
Oltmans Superintendent	's Authorizatio	on to proceed: Base Rate	OT Hours	Overtime	Premium Hrs	Premium time		Total
	Straight Hours		OT HOURS	A	Premium nis		_	
Superintendent		\$107.00		\$160.00		\$55.25	\$	
Foreman	32	\$76.00		\$116.00		\$40.20	\$	2,432.00
Carpenter	48	\$74.00		\$114.00		\$37.85	\$	3,552.00
*All Labor Rates include base	\$5,984.00 e rate, taxable be	l enefits, insuranc	e, workers com	p, and other SUI	Union Fringe Be	enefits.		
Material			Piece count	Amount used	Price	Total		
Invoice 1			EA	1	433.520			433.52
					0.000			-
					0.000			_
					0.000	\$		_
					0.000	\$		_
					0.000	\$		-
					0.000	\$		-
			1		0.000			-
					0.000			-
					0.000			-
					0.000			-
				Material Total		\$		433.52
Oal and sates Tatal	**	00		M-4-2-1-1-4-1		•		400 50
Subcontractor Total		.00		Material Total	0.750/	\$		433.52
OH&P on Subcontractor Labor Total		.00		Tax OH&P	9.75% 15%	\$ \$		42.27
Layui Tuldi	\$ 5,98	34.00		υπαρ	1370	ψ		962.63
Crand Tatal	A-7 44	22.42						
Grand Total		22.42						
**Oltmans Superintendan	t's Labor and I	Material Verifi	cation:					
Oltmans Wall Representa	tive:							

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6-18-18

Project: M B BNOLIA SCIENCE ACADEMY

Attn:

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

Extra Work Order No. 4

Description of work performed as a change to the contract:

- DEMOLITION FLOOR PLANS DRAWN BY BRANDOW & JUHNSTON
- INSTRUCTED BY MARCO GONZALEZ & COORDINATED BY JEFF ZICH ON DEMOLITION LOCATION, QUANTITY, & PROCEDURED.
- SPACE IS OCCUPIED, ALL FINISHES & FURNITURE REQUIRED DUST PROTECTION & CLEANUP.

- STALTED ON 6.13.18

*Oltmans Superintendant's Authorization to proceed:

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
reman	32			
Carpenter	48			•
Labor Total	\$0.00			0 -

^{*}All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amount used	Price	Total
SEE ATTACHED			
HOME DEPOT RECEIPTS			
\$ 474.69			

 Subcontractor Total
 \$0.00
 Material Total
 \$

 OH&P on Subcontractor
 \$0.00
 Tax
 9.25%
 \$

 Labor Total
 \$0.00
 OH&P
 15%
 \$

Grand Total

\$0.00

**Oltmans Superintendant's Labor and Material Verification:

Simans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Generated Co.

DAILY JOB REPORT

REPORT NUMBER: 001

JOB NAME: MAGNOLIA SCIENCE ACADEMY

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

WEDNESDAY

DATE: 6.13.18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER: HUT

TEMPERATURE RANGE: 90 3

COMPANY MANPOWER: CARPENTERS: _ LABORERS: _ OTHERS: _

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
DCCOWALL	DRYWALL	JUAN	8		

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE) DEMOLITION FLOOR PLAN DRAWN BY BRANDOWE JOHNS TON INSTRUCTED BY MARCO GONZALEZ & DIRECTED BY JEFF RICH TO BEGIN WITH DEMOLITION IN THE SPEIFIED AREAS DUST PROTECTION & CLEAN UP PROVIDED. 1ST FLOOR.

DAILY JOB REPORT

REPORT NUMBER:

MAGNOLIA SCIENCE ACADEMY JOB NAME:

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

THURSDAY DAY:

DATE: 6.14.18

CONTRACT TIME: ELAPSED TIME:

DAYS DAYS

WEATHER:

TEMPERATURE RANGE: COMPANY MANPOWER: CARPENTERS: Z

LABORERS: OTHERS:

SUBCONTRACTORS ON JOB	TOADE	1	71 11000 7		
The second secon	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCCOWAIL	001.4		9		
	DRYWALL	JUAN Willie	8		
at a second					

	and I a	-		
WEA	τu		DIE	77.
VVEA	10	-	ANIA.	11 -

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

continuance of DEMOLITION ON FIRST FLOOR. PUST PROTECTION & CIEANUP PROVIDED.



gonetavation co.

DAILY JOB REPORT

REPORT NUMBER:

JOB NAME: MAGNOLIA SCIENCE ACADEMY

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

DAY: FRIDAY

DATE: 6-15-18

CONTRACT TIME: ELAPSED TIME:

DAYS DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: __ LABORERS: __ OTHERS: __

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCCO WAII	DRYWALL	Jum	18		
		JUIN Willie FRANCISCO	8		
			-		

WEATHER NOTE		
WEATHER NOTE		

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

continuance of DemoLition on 1st floor & BEGINNING 2ND FLOOR DUST PROTECTION, FLOOR CONECINE, & CLEAN UP PROVIDED.

Oltmans

Construction od.

DAILY JOB REPORT

REPORT NUMBER:

JOB NAME: MAGNOLIA SCIENCE ACADEMY

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

DAY:	MONDAY	
CONT	RACT TIME:	

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANFOWER: CARPENTERS: Y

LABORERS: __ OTHERS: __

DATE: 6.18.18

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCCO WALL	DRYWALL	JUAN	1		
		JUAN WILLIE FRANCISCO			

WEATHER NOTE:			

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

DUST PROTECTION, FLOOR COVERING, & CLEANUP PROVIDED.



More saving. More doing."

ISSA KHOURY@HOMEDEPOT.COM 16300 ROSCOE BLVD. VAN NUYS CA. 91406

n661 00009 05042 06/13/18 06:51 AM CASHIER LEONARDO

051115036835 2090 <A> SCOTCHBLUE 1.88" 2090

13.16

206.58 021200711077 TAPE -A-SCOTCH 1.41" MASKING TAPE 202.97

17, 37 WHALTON THE TONG EST. ... ALB HAM.

EST. ... ALB HAM.

U73257012829 IZ.

12'X400. 7MTL CLR PLAST. 6. 34

12'X400. 13"HDXBROOM <A> 8.

13" HDX ANVILE BROUM WITH DUSTPAN

U51751027570 8' FG STEP <A> 99

8' FG STEP LADDER II 250LB

NLP Savings \$24.02

8.97

99.98

NLP Savings \$24.02 6948542300223 N95 DISPOSAB <A> 20.97 HOW NOS VALVE RESPIRATOR 15PK

008925098591 D 6PC <4> 14.97

DIABLO GPC SET 071798004129 BRUSH <4> 10.98

9.97

OUICALE HORSEHAIR BENCH BRUSH U73319075182 18PK MICRO <A>-HDX MICROFIBER TOWEL 18PK

257.86 24.50 \$282.36 SUBTOTAL SALES TAX TOTAL

282.36



More saving. More doing."

ISSA KHOURY@HOMEDEPOT COM 16800 ROSCOE BLVD VAN NUYS CA. 91406

6661 000U6 77997 06/19/18 10:34 AM CASHIER JASMYNE

17.97 0/3257132428 TRASH BAGS <A> HUSKY 42G CONTRACTOR TRASHBAG 049727220742 4" HMMERKNF <A> 32PK 8.97

WB HAMMER-END JOINT KNIFE 4 12.89 049727230024 MUD PAN <A>

12IN STAINLESS STEEL MUD PAN 073257012881 POLY SHEET AP 10 X100 AMIL CLEAR POLY SHEETING 43.98

23.03 813952011136 1 2 4X4 BC <A-

0.4511N X 47.751N X 47.751N SANDED 0000-999-735 CA LBR FEE -A U- 0. CA LUMBER FEE 047034360991 HW RED RSN -A- 13.4 166 HVV WT RED ROSIN PAPER. 13,47

120.54 11.43 SUBTOTAL SALES TAX \$131.97 131.97



More saving. More doing."

ISSA KHOURY@HOMEDEPOT.COM 16800 ROSCOE BLVD. VAN NUYS CA. 91406

06/15/18 06:50 AM 6661 00008 36056 CASHIER MICHAEL

073257012829 12 PLASTIC <A> 34.98

.7MIL CLR PLASTIC 12'X400' 761475978231 CLICK DUST -A-UNGER MICROFIBER CLICK & DUST DUSTER 051115036835 2090 A> SCOICHBLUE 1 88" 2090

55.12 5.24 \$60.36 SUBTOTAL

SALES TAX 60





Date:	6/20/2018							
Project:	Magnolia Acad	lemy DW - 1817	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Wor	k Order No.	2	
Description of work perfo specified on plans as direc				I, Equipment, a	nd Labor to der	mo and clean u	p areas	
*Oltmans Superintendent	t's Authorizatio	n to proceed:						
LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time	Tota	·al
Superintendent	Straight Hours	\$107.00	OTHOUS	\$160.00	Premium nis	\$55.25	\$	<u>aı</u>
Foreman	8	\$76.00		\$116.00		\$40.20		08.80
Carpenter	6	\$74.00		\$114.00		\$37.85		44.00
Labor Total	\$1,052.00							
*All Labor Rates include base	e rate, taxable be	enefits, insuranc	e, workers com	p, and other SUI	Union Fringe Be	enefits.		
Material			Piece count	Amount used	Price	Total		
Invoice 1			EA	Amount useu	0.000			_
111111111111111111111111111111111111111			271		0.000			-
					0.000			-
					0.000			-
					0.000			-
					0.000			-
					0.000			-
					0.000			-
					0.000			-
					0.000			-
					0.000			-
				Material Total		\$		-
								
Subcontractor Total	·	.00		Material Total		\$		-
OH&P on Subcontractor	•	.00 E2.00		Tax	9.75%	\$	4	- E7 00
Labor Total	\$1,0	52.00		ОН&Р	15%	\$	1	57.80
Grand Total	¢4 04	na en						
	·	09.80 Material Verifi	ootion.					
**Oltmans Superintendar	it's Labor and I	viateriai verifi	cation:					
Oltmans Wall Represents	etivo:							

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date:	to.	2	0.
march.	100	-	-

Project: MAGNOLIA SCIENCE ACADEMY

Attn:

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601 Extra Work Order No. 2

Description of work performed as a change to the contract:

PROVIDED FIELD SUPERINTENDENT JEFF RICH WITH ASSITANCE
IN LIGHT DEMOLITION & GENERAL SITE CLEANUP.

*Oltmans	Superintendant's	Authorization	to proceed:
----------	------------------	---------------	-------------

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
reman	8			\$ -
Carpenter	6			\$
Labor Total	\$0.00			

^{*}All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amo	unt used Price	Total
			-
	1		
			-
			-
			-

 Subcontractor Total
 \$0.00
 Material Total
 \$

 OH&P on Subcontractor
 \$0.00
 Tax
 9.25%
 \$

 Labor Total
 \$0.00
 OH&P
 15%
 \$

Grand Total

\$0.00

**Oltmans Superintendant's Labor and Material Verification:

mans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.





Date:	6/26/2018							
Project:	Magnolia Acad	emy DW - 181	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Woi	rk Order No.		3
Description of work perfo areas including 59 drywall p					nd Labor to refi	ameand drywa	ll all	affected
*Oltmans Superintendent	t's Authorizatio	n to proceed:						
LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time		Total
Superintendent		\$107.00		\$160.00		\$55.25	\$	
Foreman	32	\$76.00		\$116.00		\$40.20	\$	2,432.00
Carpenter	16	\$74.00		\$114.00		\$37.85	\$	1,184.00
*All Labor Rates include base	\$3,616.00 e rate, taxable ber	nefits, insuranc						
Material			Piece count	Amount used	Price	Total		
Invoice 1			EA	100	0.000			
5/8" Drywall			SQFT	192	0.285			54.72
3 5/8" 20ga Studs			LF	100	1.490			149.00
3 5/8" 20ga Track			LF		0.000	,		-
Taping Mud			BOX	15	7.900			118.50
Plastic Roll			ROLL	3	35.000			105.00
Tape			ROLL	17	5.500			93.50
1 1/2" 20ga Angle			LF	80	2.900			232.00
					0.000			-
					0.000			-
				84-4	0.000	'		-
				Material Total		\$		752.72
Subcontractor Total	\$0.0	00		Material Total		\$		752.72
OH&P on Subcontractor	\$0.0			Tax	9.75%	\$		73.39
Labor Total	\$3,61			OH&P	15%	\$		655.31
	. ,					·		
Grand Total	\$5,09	7.42						
**Oltmans Superintendan			cation:					
Oltmans Wall Representa	ntive:							

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6.26.18

Project: MAGNOLIA SCIENCE CENTER

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

Extra Work Order No.

Description of work performed as a change to the contract:

AFTER DEMOLITION & CLEARANCE FROM ON SITE SUPERINTENDENT WE PROCEEDED TO REFRAME & DRYWALL ALL THE AFFECTED AREAS.
- WE HAD 59 AREAS THAT WERE DRYWAllED OR REPRAMED. AND 3 AREAS WITH FRAMING SLATH

59 DRYWALL PATCHES *Oltmans Superintendant's Authorization to proceed:

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
reman	32			s -
Carpenter	16			\$ -
Labor Total	\$0.00			

^{*}All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material		Amount used	Price	Total
4x8x 5/8 DRYWOLL	6			
35/8×10 20 G. STUD	10			
1/2 x 10 706. ANGLE	8			
TNT MUD-	7			
HTESETZU	8			
.7 Mil 400 PLASTIC ROll	3			
2 MASKING TAPE	10			

Material Total Subcontractor Total \$0.00 \$0.00 Tax OH&P on Subcontractor \$0.00 OHAP Labor Total

Grand Total

\$0.00

**Oltmans Superintendant's Labor and Material Verification:

Oltmans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope. **Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Censtruction co.

DAILY JOB REPORT

REPORT NUMBER: 001

JOB NAME: MAGNOLIA SCIENCE CENTER

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

DAY: WEDNESDAY

DATE: 6.20.18

CONTRACT TIME: ELAPSED TIME:

DAYS

WEATHER:

DAYS

TEMPERATURE RANGE: COMPANY MANPOWER: CARPENTERS:

LABORERS: OTHERS:

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCLO WALL	DRYWALL	JUAN M.	6		
+					
-0			4		

		TF.	

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

. SPENT THE DAY WALKING WITH THE PROJECT ENGINEER NORAIR TO VERIFY AREAS OF DEMOLITION TO CLARIFY STRUCTURL AREAS OF THE BUILDING.

Oltmans

CONSTRUCTION GO.

DAILY JOB REPORT

REPORT NUMBER:

2

JOB NAME: MAGNOLIA SCIENCE CENTER

JOB NO .: 18177

JOB VISITED BY: JUN MELCHDREZ

DAY: THURSDAY

DATE: 6.21-18

CONTRACT TIME: ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: LABORERS: OTHERS:

SUBCONTRACTORS ON JOB TRADE MEN HRS. SUBS NOTIFIED S. Date

OCCOWALL DRYWALL JUAN 8

W:IliC 8

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

· STARTED REPATCHING & FRAMING, AREAS OF DEMOLITION

-column on BeiDLING 7 & Dx 6

-EXTERIOR WALL AT RABIOT X 2

-SOFFITS AT PM # 107 x 2

- Soffits AT PM # 129 X 2

- Perimeter WAN AT PM#129 X Z

- WALLE column IN From# 131x2

- IND FLOOR RAMP REMOLITION

- GRIDLINE 4 & F Column Demo

-EAST CUPRIOR XZ



DAILY JOB REPORT

REPORT NUMBER

JOB NAME: MAGNOLIA SCENCE CETER

JOB NO .: 18177

JOB VISITED BY: JUAN MELENDREZ

DAY:

FRIDAY

DATE: 6.22.18

CONTRACT TIME

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: Y

LABORERS: OTHERS:

SUBCONTRACTORS ON JOB TRADE MEN HRS. SUBS NOTIFIED S. Data OCCO WALL DRYWAY JUAN willie

4 5 4 700	of motor 2 to	den den	-	
Trill own 5	1 6	EP N	C 1 6	

GENERAL LOG: (ERIEF DESCRIPTION OF WORK DONE)

- · CONTINUED PATCHING EREFRAMING WHERE NEEDED AREAS OF WORK:
- . FIRST FLOOR WOMENS RESTROOM ZEDlumns, 2 soffits, 2 Lias
- . RUUM# 123 x 3
- · Copy Room #118 X4
- · EASTRESTROOM
- · 12004 \$ 113
- · 12004 A112 x3
- · ROOM FILL X6

Comstruction co.

DAILY JOB REPORT

REPORT NUMBER:

JOB NAME: MAGNOGIA SCIENCE CENTER

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

DAY:

DATE: 6.25.18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: __ LABORERS: __ OTHERS: __

TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
	JUAN	8		
	TRADE			

W	F	ATI	4	=	01	M	0	T	E .
ww	-1	TL (I.)	F4.		14	- M	9	4.1	E

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- · RUOM#214-1
- · upstales RR-2
- \$ 200m # 212 -3
- · ROOM # 209 2
- · ROOM # 207-6



DAILY JOB REPORT

REPORT NUMBER

JOB NAME:

MAGNOLIA SCIENCE CENTER

JOB NO .:

18177

JOB VISITED BY: JUAN MELENDRE Z

TUESDAY

DATE: 6 . 26 . 18

CONTRACT TIME: ELAPSED TIME:

DAYS DAYS

WEATHER!

MEATHER MOTE

TEMPERATURE RANGE:

COMPANY MEMPOWER: CARPENTERS: LABORERS: OTHERS:

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS MOTIFIED	S. Date
OCCOWALL	DRYWALL	JUAN	8		

enanth in the contract that	-			

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- · REFFAME & HANG COLUMN ON GRIDUNE 4 B." X4
- · REFRAME ÉHANG COLUMN ON GRIDLINE "4C" x 1
- . ROOM # 212 x3
- · Southwest STAIRCASE 1
- · FRAMING FOR LATH ISTALLATION (9) EXTRIOR OF Building 3

OUnited Rentals

OLTMANS CONSTRUCTION

RENTAL RETURN INVOICE

BRANCE 508 7755 CANOGA AV CANOGA PARK CA 91304-4914 818-340-8081 818-340-0035 FAX

Job Site

JUN 28 2018

RECEIVED

JOB# 18049 MAGNOLIA SCHOOL 18220 SHERMAN WAY RESEDA CA 91335

Office: 562-948-4242 Cell: 562-217-5741

4 T.1562 1 MB 0.421 29542S21 p01 401466 1-1 0

<u> Բւհրյակարերի իկրութարժիթիաժկությանին</u>

DLIMANS CONSTRUCTION CO. 10005 MISSION MILL ROAD WHITTIER CA 90601-1739

18049

158373268-001

Customer # : 3032899 Invoice Date

: 06/20/18 : 06/19/18 07:00 AM : 06/19/18 03:00 PM Rental Out Rental In UR Job Loc UR Job # : 18220 SHERMAN WAY, R

Customer Job ID: P.O. # : NOPOR Ordered By

: JEFF RICH : PERNANDO MORENO Reserved By Salesperson : CHRISTOPHER LESSING

Invoice Amount: \$683.56

Terns: Due Upon Receipt
Payment options: Contact ou credit office: 212-333-6600 Ext. 84673 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.

FILE 51122 LOS ANGELES CA 90074-1122

RENTAL Qty	ITEMS: Equipment	Description	Minimum	Day	Week	4 Week	Amount	
1	10139699	BOOM 30-33' ARTICULATING DC Make: CENIE Model: Z-30/20N RJ Serial: Z30N13-14535 Meter out: 43	368.00 (5.90 Meter in: 43	368.00	1117.00	2459.00	368,0	
AT/RS/	MISCELLANEO	ITS TTRMS-			Rental Subtotal:		368,00	
Qty	Item	110101		Price	Unit of Measure		Extended Am	
1	CA PERSONA	L PROP TAX REIMB CHARGE	[DRSURCA/MCI]	2.760	EACH		2,7	
t.	ENVIRONMEN	TAL SERVICE CHARGE	[ENV/MCI]	4.780	EACH		4.7	
1	DELIVERY C	HARGE		130.000	EACH		130.0	
1	PICKUP CHA	RGB		130,000	EACH		130.00	
					Sales/Misc	Subtotal:	267:54	
TO LOS LOS L	ppe/morre				Agreement	Subtotal: Tax: Total:	635.54 48.02 683.56	

COMMENTS/NOTES:

CONTACT: JEFF RICH CELL#: 562-217-5741

> THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL ACREEMENT IS AVAILABLE LIBON DEQUEST Powered by BoardOnTrack

Page - 1

O United Rentals

BRANCH 508 7755 CANOGA AV CANOGA PARK CA 91304-4914 818-340-5081 818-340-0035 FAX

Addr Job

OLTMANS CONSTRUCTION

RENTAL RETURN INVOICE



JUL 03 2018

JOB#(18049 MAGNOLIA SCHOOL 18220 SHERMAN WAY RESEDA CA 91335

Office: 562-948-4242 Cell: 562-217-5741

5.1.1641 1 MB 0.421 30730\$21.p01 426509 1-1 0

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OLTMANS CONSTRUCTION CO. 10005 MISSION MILL ROAD WHITTIER CA 90601-1739

158187979-001

Customer # : 3032899

: 06/26/18 : 06/13/18 : 06/25/18 Invoice Date Rental Out 07:00 AM Rental In 02:00 PM UR Job Loc UR Job # : 18220 SHERMAN WAY, R

Customer Job ID:

P.O. # Ordered By : NOPOR : JEFF RICH

Reserved By : SUSANA PACHECO : CHRISTOPHER LESSING Salesperson

Invoice Amount: \$1,091.03

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext, 84873 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC. FILE 51122

LOS ANGELES CA 90074-1122

					ET Englische Gereiche Gebeuter aus der State	-91,1,1-1,91.1-4-1-1.1-1-4-7-7-7-1-1-7-7	******************	ATT TO SELECT THE ATT THE ATT TO SELECT THE ATT TO SELECT THE ATT THE AT
RENTAL	ITEMS:							
Qty	Equipment	Description		Minimum	Day	Week	4 Week	Amount
1	10529722	SCISSOR LIFT 19' E Make: SKYJACK Mod	LECTRIC el: SJIII3219	179.00	179.00	364.00	727.00	727.00
		Serial: 22102059	Meter out: 64.10	Meter in: 65.60				
SALES	MISCELLANEO	US ITEMS:				Rental	Subtotal:	727.00
Qty	Item				Price	Unit of	Measure	Extended Amt.
1	CA PERSONA	L PROP TAX REIMB CH	ARGE ,	[DRSURCA/MCI]	5.452	EACH		5.45
1	ENVIRONMEN	TAL SERVICE CHARGE	100110	[ENV/MCI]	9,450	EACH		9.45
1	DELIVERY C	HARGE	18047		133.000	EACH		133.00
1	PICKUP CHA	RGE *	01510,0	\mathcal{C}	133.000	EACH		133.00
***************************************					:	Sales/Misc	Subtotal:	280.90
COMMEN	ime /Nomes .					Agreement	Subtotal: Tax: Total:	1,007.90 83.13 1,091.03

COMMENTS/NOTES:

CONTACT: JEFF RICH CELL#: 562-217-5741

CAN PRE DELIVER BEFORE 3PM



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: Project Change Order Requests for Magnolia Science Academy-1's (MSA-1) New Construction Project for \$57,118.00 and MSA-1's Tenant Improvement Project for \$22,669.00

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

8 8 2018

Date

Alfredo Rubalcava

MPS CEO & Superintendent

Date





































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Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday August 9, 2018 at 6:00 PM



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Cover Sheet

Approval of Project Change Order Requests for MSA – Santa Ana (Gymnasium Project)

Section: II. Consent Items

Item: G. Approval of Project Change Order Requests for MSA – Santa

Ana (Gymnasium Project) **Purpose:**Vote

Submitted by:

Related Material: II G GC Change Order Requests for MSA-SA.pdf



Board Agenda Item #	II.G. Consent Agenda
Date:	August 9, 2018
То:	Magnolia Public Schools (" <u>MPS</u>) Board of Directors (the " <u>MPS Board</u> ")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Project Change Order Requests for MSA – Santa Ana (Gymnasium Project) (REVISED)

I. Proposed Board Recommendation(s)

Staff recommends and moves that the MPS Board approve the change order requests (each, a "COR" and together, the "CORs") described below in the aggregate amount of \$87,964.07.

All CORs are paid from the \$114,107.92 contingency carried by the general contractor. The total amount of all previously MPS Board approved CORs 1 to 11 yielded a credit of \$1,551.23. With the cost of the concurrent CORs presented for approval totaling \$87,964.07, there will be a positive net savings of \$27,695.08 (that is, \$114,107.92 plus \$1,551.23 minus \$87,964.07) which per contact is to be split 50/50 with the contractor.

Gafcon Inc.'s report on these change orders is attached as an exhibit.

II. Background

Board policy requires that all project change orders be brought to the Board for review and approval. General contractor "RC Construction Services, Inc." has submitted CORS 12 through 26 for approval.

Each COR and its cost is summarized below. The "Agreed Amount" reflected in the table is the amount negotiated by Gafcon and RC Construction. In several cases the negotiated amount was less than amount originally requested by RC Construction.

COR	Description	Agreed Amount	Reason for COR*
12	Changes to the servery required by the Orange County Health Department ("OCHD")	\$16,503.96	Plan check comments received from the OCHD necessitated changes to the plans, which



COR	Description	Agreed Amount	Reason for COR*
			made the servery more like a full-kitchen.
13	Weld continuous plate at metal decking	\$0.00	Rejected due to subcontractor error
14	Intrusion Hardware – Main Entry to Gym	\$10,647.00	Design omission
15	Skirting of HVAC equipment on roof	\$2,304.00	Required to obtain roofing warranty; design omission
16	Fire Sprinkler Riser	\$4,167.34	Design omission*
17	Premium Polyester 4000 UV Stable Binder	\$2,961.00	Owner requested to extend longevity of play surface. The change will increase the useful life of the playground surface and ultimately save more money
18	Upgrade to 8 mm Rubberized Flooring	\$2,747.00	Upgrade required in order to have project completed on time because previously selected 6mm product would be delayed in delivery
19	Additional Landscape	\$0.00	Owner requested; withdrawn/removed
20	Additional Clean Up Behind Gym	\$1,007.66	Performed on a T&M basis; Owner requested
21	Control Panel Enclosure	\$442.35	Owner requested
22	Power to Hand Dryers	\$2,149.95	Design omission*
23	Add Catch Basins at Fire Lane	\$33,325.01	TBD (previously noted as Design Omission)
24	Add Fire Alarm (Heat Detectors at Drop Ceiling)	\$1,208.80	Design omission*



COR	Description	Agreed Amount	Reason for COR*
25	Add concrete @ east side of gym	\$8,500.00	Landscaping was removed and without concrete add it will remain plain dirt; owner requested
26	Paint Exterior Doors and Frames at North Side of Gym	\$2,000.00	Design omission*
	Total CORs 12 to 26	\$87,964.07	
	Total of Previously Approved CORs	(\$1,551.23)	
	Total All CORs	\$86,412.84	
	Total Contingency	\$114,107.42	
Remaining Balance [Savings/(Deficit)]		\$27,695.08	
	50% of Savings to Owner	\$13,847.54	

Notes:

* The architect disputes that all the CORs described above as being caused by design error. MPS Facilities Director and General Counsel will meet with architect to negotiate a credit back to the project as a consequence of design errors.

It should be noted that the costs due to "Design Omission" would have borne by the Project anyway. However, the number of omissions is not reasonable and therefore, MPS's Director of Facilities will endeavor to recoup some money back from the design team.

III. Budget Impacts

The Board previously approved the revised project budget for MSA-Santa Ana (\$4,671,177) which included an inter-company/school loan to cover overages above the previously approved project budget (\$3,859,380). The current budget is as follows:



	BUDGET ⁽¹⁾	TO DATE EXPENSES	LEFT TO PAY
SOFT COSTS			
Construction Management	\$191,349.00	\$148,787.78	\$42,561.22
Architect	\$209,027.00	\$138,801.83	\$70,225.17
Inspections	\$150,000.00	\$91,228.75	\$58,771.25
Legal	\$30,134.90	\$30,134.90	\$0.00
Agency Fees (2)	\$56,616.69	\$56,616.69	\$0.00
Subtotal	\$637,127.59	\$465,569.95	
HARD COSTS			
Construction (3)	\$3,864,000.00	\$1,328,629.91	\$2,535,370.09
TOTAL	\$4,501,127.59	\$2,259,769.81	\$2,706,927.73

Bond Funds Available	\$3,859,380.00
Expected Savings	\$13,847.54
Deficit (to be paid with 0%	
interest inter-school loan)	\$627,900.05

Notes:

- (1) Current budget including change orders, both approved and in process
- (2) Agency Fees includes certain environmental work, surveying, advertising of bid in paper of general circulation, and a portion of MERF employee Erdinc Acar's time spent on the project.
- (3) All Change Orders are paid from GC carried contingency of \$114,107.42

The total change orders are less than the budgeted contingency so the effect is a net savings. Any unused contingency is split 50/50 with the general contractor. The final expected project cost is \$4,487,280.05 after savings. The total project cost may go down if the budgeted inspection fees are lower than expected and the project is able to recover money from architect due to design error.

IV. Exhibit (attachments):

Gafcon change orders and draw down report



Exhibit

Contingency Draw Down Report



MSA - Gymnasium Project Bond Requisition No. 11

Contingency Draw Down Report August 3, 2018



No.	Approved Contingency Draw Downs Description	Beginning Contingency	Originating Document	Agreement Date	Contractors Estimate	Gafcon Estimate	Variance	Agreed	to Amount	Beginning Balace	F	Remaining Balance	Comments
1	Project Construction Contingency Starting Balance	\$ 114,107.42	Document	Duto	Loumate	Lotimate						Dalarioc	
COR #02	Contractor to provide and install power for fire alarms	\$ 114,107.42	RFI#34	01/30/18	\$ 3,826.00	\$ 3,055.47	\$ 770.53	¢	3,440.25		\$	110,667.17	Design omission/Approved by MSA Board
COR #03	Contractor to provide and install power for water heater		RFI #29	01/30/18	\$ 1,311.00	\$ 852.82	\$ 458.18		1,096.33		\$	109,570.84	Design omission/Approved by MSA Board
COR #04R	Credit for deleting windows at east masonry wall		CCD #07	05/01/18	\$(101,259.00)	\$(110,039.96)	\$ (8,780.50)		110,040.00		φ	219,610.84	Credit for COR #04R
COR #04R	Credit for deleting Anti-Graffiti, Floor Fin. & Lockers		ASI #01	05/01/18	\$ (28,203.00)	\$ (31,084.42)	\$ (2,881.42)		30,068.00		ψ	249,678.84	Credit for COR #05R
COR #05R	Furnish & Install of new gym rubberized floor		ASI #01	05/01/18	\$ 109,383.00	\$ 109,383.00	\$ (2,001.42)		109,383.00		\$	140,295.84	Owner Requested
COR #07R	Furnish & Install plaster at column		RFI #51	05/01/18	\$ 4,138.00	\$ 3,445.76	\$ 692.24	¢	3,820.00		\$	136,475.84	Design omission
COR #07R	Furnish & Install sht. metal cap between curtain wall &		Sheet Metal	05/01/18	\$ 4,164.00	\$ 3,195.58	\$ 968.42	\$	3,616.00		\$	132,859.84	Design omission
OOK WOOK	parapet wall		Submittal	00/01/10	Ψ 4,104.00	Ψ 0,100.00	Ψ 000.42	l ^v	0,010.00		Ψ	102,000.04	Design emission
COR #09R	Provide power and thermostat to control EF-2l		RFI #39	05/01/18	\$ 497.00	\$ 319.19	\$ 177.81	\$	319.19		\$	132,540.65	Design omission
COR #10	Furnish & install electrical upgrade to HP-1		RFI #80	05/01/18	\$ 351.00	\$ 351.00	\$ -	\$	351.00		\$	132,189.65	Design omission
COR #11R	Furnish & Install power & switch basketball back boards		RFI's #75/#78	05/01/18	\$ 19,210.00	\$ 16,531.00	\$ 2,679.00	\$	16,531.00		\$	115,658.65	Design omission
COR #12	Orange County Health Department Changes		ASI #03	08/01/18	\$ 17,549.00	\$ 15,710.51	\$ 1,838.49	\$	15,503.96		\$	100,154.69	Design omission
COR #13	Weld Continous Plate at Metal Decking		RFI #97	Rejected	\$ 4,179.00			\$	4,179.00		\$	95,975.69	Rejected subcontractor error
COR #14	Intrusion Hardware - Main Entry to Gym		RFI #116	07/03/18	\$ 10,647.00		\$ -	\$	10,647.00		\$	85,328.69	Design omission
COR #15	Skirting of HVAC Equipment on Roof		RFI #102	07/03/18	\$ 2,304.00		\$ -	\$	2,304.00		\$	83,024.69	Must be done to obtaining roofing warranty
COR #16	Potential Cost Associated w/Fire Sprinkler Riser		RFI #131	08/01/18	\$ 4,606.00	\$ 3,945.42	\$ 660.58	\$	4,167.34		\$	78,418.69	Design omission
COR #17	Premium Polyester 4000 UV Stable Binder		email	07/10/18	\$ 2,961.00	\$ 2,961.00	\$ -	\$	2,961.00		\$	75,457.69	Desgin omission
COR #18	Upgrade to 8mm Rubberized Flooring		Mtg. Min #24	07/10/18	\$ 2,747.00	\$ 2,747.00	\$ -	\$	2,747.00		\$	72,710.69	Owner Requested
COR #19	Additional Landscape		Addendum 10	Void	\$ -	\$ -	\$ -	\$	-		\$	72,710.69	Owner Requested
COR #20	Clean Up Behind Gym		Owner Req.	07/31/18	\$ 1,171.50	\$ 863.79	\$ 307.71	\$	1,007.66		\$	71,539.19	Owner Requested
COR #21	Condtrol Panel Enclousre		RFI#138	07/31/18	\$ 445.35	\$ 445.35	\$ -	\$	445.35		\$	71,093.84	Owner Requested
COR #22	Power to Hand Dryers		RFI#11	07/31/18	\$ 2,149.95	\$ 2,149.95	\$ -	\$	2,149.95		\$	68,943.89	Design omission
COR #23	Add Catch Basins at Fire Lane		RFI#140	08/31/18	\$ 37,905.95	\$ 36,282.89	\$ 1,623.06	\$	33,325.01		\$	31,037.94	Phase I team omission
COR #24	Add Fire Alarm (Heat Detectors) at Drope Ceiling		RFI#146	07/31/18	\$ 1,208.00	\$ 1,208.00	\$ -	\$	1,208.80		\$	29,829.94	Design omission
	Forecasted Contingency Draw Downs							1	ecasted mount				
COR #25	Additional Concrete at East Side of gym							\$	8,500.00		\$	8,500.00	
COR #26	Paint Exterior Doors and Frames at North Side of Gym							\$	2,000.00		\$	2,000.00	
		Approved Con	tingency Draw	Downs Totals	\$ 101,291.75	\$ 62 323 35	\$ (3.416.67)	\ \$	138,556.77		\$	29 829 94	Remaining Balance w/Credits

\$ 17,757.41 Remaining Balance w/Approved & Forecasted COR's



Exhibit

Change Order Request

24



Furnish & Install Fire Alam (Heat Detector) at Drop Ceiling - RFI #146

Project;	Contractor;	Change Order Date;
Magnolia Santa Ana, New Gymnasium	R.C. Construction Services Inc.	July 19, 2018
Santa Ana, California	223 N. Locust Ave.	Gafcon Review Date;
	Riaito, CA 92377	July 30, 2018

Description		ractors Total	G	afcon Total	Agreed Total
1. Direct Labor	\$	1,102.00	\$	1,102.00	\$ 1,102.00
2. Materials and Consumables	\$	¥	\$	¥	
3. Equipment / Rentals Fees	\$	•	\$		
4. Sales Tax Materials	\$	=	\$	3.	\$
5. Subcontractor Overhead & Profit (15%)	\$	=	\$	¥	
Total Direct Cost	\$	1,102.00	\$	1,102.00	\$ 1,102.00
	\$	*	\$		\$
Contractor's Fee @ (7%)	\$	77.14	\$	77.14	\$ 77.14
Contractor's Insurance @ (1.5%)	\$	17.69	\$	17.69	\$ 17.69
Contractor's Bond @ (1%)	\$	11.97	\$	11.97	\$ 11.97
Totals	\$	1,208.80	\$	1,208.80	\$ 1,208.80

Recommended:	1+20-	Date:	7-31-18
	Contractor Representative Name/Title/Signature/Date		
Recommended:	m any	Date:	July 30, 2018
	Gafcon Representative Name/Title/Signature/Date		_



Provide and Install 2 Catch Basins & Drain Lines at Fire Lane - RFI #140

Project;	Contractor;	Change Order Date;
Magnolia Santa Ana, New Gymnasium	R.C. Construction Services Inc.	July 18, 2018
Santa Ana, California	223 N. Locust Ave.	Gafcon Review Date;
	Riaito, CA 92377	July 30, 2018

Cannge Order Cost Summary

Description	Con	tractors Total	Gafcon Total	Agreed Total
1. Direct Labor	\$	10,799.80	\$ 10,799.80	\$ 10,799.80
2. RCC Equipment	\$	3,936.00	\$ 3,963.00	\$ 3,963.00
3. RCC Equipment Operator	\$	2,752.00	\$ 2,752.00	\$ 2,752.00
4. RCC Truck w/Tools	\$	1,000.00	\$ 408.00	\$ 408.00
5. Materials and Consumables	\$	2,485.00	\$ 2,485.00	\$ 2,485.00
6. Equipment / Rentals Fees United	\$	4,517.00	\$ 3,661.00	\$ 3,661.00
7. PG Cutting	\$	680.00	\$ 680.00	\$ 680.00
8. Pro-Craft	\$	8,386.26	\$ 8,386.26	\$ 8,386.26
Total Direct Cost	\$	34,556.06	\$ 33,135.06	\$ 33,135.06
Contractor's Fee @ (7%)	\$	2,419.90	\$ 2,319.45	\$ 137.20
Contractor's Insurance @ (1.5%)	\$	554.68	\$ 497.03	\$ 31.46
Contractor's Bond @ (1%)	\$	375.31	\$ 331.35	\$ 21.29
Totals	\$	37,905.95	\$ 36,282.89	\$ 33,325.01

Recommended:		Date:	
	Contractor Representative Name/Title/Signature/Date		
Recommended:	Michael Lengyel	Date:	August 3, 2018
	Gafcon Representative Name/Title/Signature/Date		

Page 1 of 1



Provide and Install Power for Hand Dryers In Restrooms - RFI #111

Project;	Contractor;	Change Order Date;
Magnolia Santa Ana, New Gymnasium	R.C. Construction Services Inc.	July 18, 2018
Santa Ana, California	223 N. Locust Ave.	Gafcon Review Date;
	Riaito, CA 92377	July 30, 2018

Description	Cont	tractors Total	0	Gafcon Total	Agreed Total
1. Direct Labor	\$	1,960.00	\$	1,960.00	\$ 1,960.00
2. Materials and Consumables	\$	-	\$	41	Ç4
3. Equipment / Rentals Fees	\$	+	\$	=	
4. Sales Tax Materials	\$	5	\$	-	\$
5. Subcontractor Overhead & Profit (15%)	\$	<u>-</u>	\$	2.1	
Total Direct Cost	\$	1,960.00	\$	1,960.00	\$ 1,960.00
	\$	5	\$	ie.	\$
Contractor's Fee @ (7%)	\$	137.20	\$	137.20	\$ 137.20
Contractor's Insurance @ (1.5%)	\$	31.46	\$	31.46	\$ 31.46
Contractor's Bond @ (1%)	\$	21.29	\$	21.29	\$ 21.29
Totals	\$	2,149.95	\$	2,149.95	\$ 2,149.95

Recommended:	Contractor Representative Name/Title/Signature/Date	Date:	7-31-18
Recommended:	Gafcon Representative Name/Title/Signature/Date	Date:	July 30, 2018



Install Control Panel Enclosure In I.T. Room - RFI #138

Project;	Contractor;	Change Order Date;
Magnolia Santa Ana, New Gymnasium	R.C. Construction Services Inc.	July 18, 2018
Santa Ana, California	223 N. Locust Ave.	Gafcon Review Date;
	Riaito, CA 92377	July 30, 2018

Description Contractors Total		ractors Total	G	afcon Total	Agreed Total	
1. Direct Labor	\$	406.00	\$	406.00	\$	406.00
2. Materials and Consumables	\$	=	\$	æ		
3. Equipment / Rentals Fees	\$	5	\$	-		
4. Sales Tax Materials	\$	#	\$	æ	\$	
5. Subcontractor Overhead & Profit (15%)	\$		\$:=		
Total Direct Cost	\$	406.00	\$	406.00	\$	406.00
	\$	E.	\$	9	\$	121
Contractor's Fee @ (7%)	\$	28.42	\$	28.42	\$	26.42
Contractor's Insurance @ (1.5%)	\$	6.52	\$	6.52	\$	5.52
Contractor's Bond @ (1%)	\$	4.41	\$	4.41	\$	4.41
Totals	\$	445.35	\$	445.35	\$	442.35

Recommended:		Date:	7-31-18
	Contractor Representative Name/Title/Signature/Date		
Recommended:	no lines	Date:	July 30, 2018
meconimenaea.	Gafcon Representative Name/Title/Signature/Date	Date	July 30, 2018



Clean-Up Behind South Side of Gym Building

Project;	Contractor;	Change Order Date;
Magnolia Santa Ana, New Gymnasium	R.C. Construction Services Inc.	July 18, 2018
Santa Ana, California	223 N. Locust Ave.	Gafcon Review Date;
	Riaito, CA 92377	July 30, 2018

Description	Cont	ractors Total	Gafcon Total	Agreed Total
1. Direct Labor	\$	868.08	\$ 644.76	\$ 756.08
2. Materials and Consumables	\$	40.00	\$ 40.00	\$ 40.00
3. Equipment / Rentals Fees	\$	u u	\$ 41	
4. Sales Tax Materials	\$	#	\$ -	\$ (#°
5. Subcontractor Overhead & Profit (15%)	\$	159.92	\$ 102.72	119.41
Total Direct Cost	\$	1,068.00	\$ 787.48	\$ 915.49
	\$	#:	\$ *	\$ (40)
Contractor's Fee @ (7%)	\$	74.76	\$ 55.12	\$ 64.08
Contractor's Insurance @ (1.5%)	\$	17.14	\$ 12.64	\$ 16.75
Contractor's Bond @ (1%)	\$	11.60	\$ 8.55	\$ 11.34
Totals	\$	1,171.50	\$ 863.79	\$ 1,007.66

Recommended:		Date:	
	Contractor Representative Name/Title/Signature/Date		
Recommended: _	Mi My	Date:	August 1, 2018
	Gafcon Representative Name/Title/Signature/Date		



Magnolia Public Schools

Magnolia Science Academy, Gymnasium Project - Santa Ana, CA

RECORD OF NEGOTIATION SUMMARY

Change Order Request N	Number and Title:	: COR #18 - Due to the long lead time for the 6mm rubberized gyn flooring it was agreed, as noted in meeting minutes #24, under new issues item 10.1, to modify the flooring to 8mm. See attached meeting minutes #24 w/approval from Owner.				
General Contractor Repr	resentatives (Name	Jon Wollam, Project Manager				
Magnolia Public School	Representative (Na	Mike Lengyel, Sr. Construction Manager				
		iat				
GC Submitted Cost:	\$2,747.00	Representatives Proposed Cost:	\$2,747.00			
Final Price Agreed to:	\$2,747.00	Date Negotiations Concluded:	July 10, 2018			

NEGOTIATION SUMMARY: (Note: Explain differences in CM estimate, proposal and final negotiated value)

- 1. It was agreed that the cost for the additional 2mm of rubberized flooring is fair and reasonable for the scope of work.
- 2. Subcontractor Overhead and Profit Fee of 15.0% is not included in the proposal.
- 3. It was agreed that RC Construction Contractor's Fee of 7.0% is acceptable.
- 4. It was agreed that RC Construction Contractor's Insurance Fee of 1.5% is acceptable.
- 5. It was agreed that RC Construction Contractor's Bond of 1.0% is acceptable.
- 6. It was agreed by RC Construction and Gafcon that the final prposed cost for COR #18 is \$2,747.00
- 7. Gafcon recommends that the MPS Board accept this COR in the amount of \$2,747.00

Agreed to	Jon Wollman	
General Contractors Representative signature	Name (Print)	Date
Prepare In tuy	Michael C. Lengyel	July 11,2018
(CM signature)	Name (Print)	Date
Approv	Patrick Anton C. Ontiveros, Esq.	
Director of Facilities & General Counsel signa	Name (Print)	Date



Magnolia Public Schools

Magnolia Science Academy, Gymnasium Project - Santa Ana, CA

RECORD OF NEGOTIATION SUMMARY

Change Order Request Number and	stable bind	Furnish and install premium polyes ler to prevent rubber play surface fr ed emails w/approval from Owner o	om color fading.
General Contractor Representatives	s (Name Jon Wollam,	Project Manager	
Magnolia Public School Representa	ntive (Na Mike Lengye	I, Sr. Construction Manager	
GC Submitted Cost: \$2,961.	00	Representatives Proposed Cost:	\$2,961.00
Final Price Agreed to: \$2,961.	00	Date Negotiations Concluded:	July 10, 2018
of work. 2. Subcontractor Overhea 3. It was agreed that RC (4. It was agreed that RC (5. It was agreed that RC (cost for the materials ad and Profit Fee of 1 Construction Contrac Construction Contrac	and consumables is fair and reaso	nable for the scope
		cept this COR in the amount of \$2,9	
Agreed to		Jon Wollman	
General Contractors Repres	entative signature	Name (Print)	Date
Prepare Mi Tury		Michael C. Lengyel	July 11,2018
(CM signatu	re)	Name (Print)	Date
Approv		Patrick Anton C. Ontiveros, Esc	4.
Director of Facilities & Gene	eral Counsel signa	Name (Print)	Date

CHANGE ORDER REQUEST # 16



Changes Made to Fire Sprinkler in Submittals and RFI #131

Project;	Contractor;	Change Order Date;	
Magnolia Santa Ana, New Gymnasium	R.C. Construction Services Inc.	July 18, 2018	
Santa Ana, California	223 N. Locust Ave.	Gafcon Review Date;	
	Riaito, CA 92377	July 30, 2018	

Cannge Order Cost Summary

Description	Cont	tractors Total	Gafcon Total	Agreed Total
1. Direct Labor	\$	2,800.00	\$ 2,400.00	\$ 2,400.00
2. Materials and Consumables	\$	851.00	\$ 793.00	\$ 851.00
3. Equipment / Rentals Fees	\$	-		
4. Sales Tax Materials	\$	#	\$ (40)	\$ 180
5. Subcontractor Overhead & Profit (15%)		547.3	478.95	554.81
Total Direct Cost	\$	4,198.30	\$ 3,671.95	\$ 3,805.81
Subcontractor Overhead & Profit (15%)	\$	*	\$ ·	\$ 748
Contractor's Fee @ (7%)	\$	294.00	\$ 197.47	\$ 266.39
Contractor's Insurance @ (1.5%)	\$	67.00	\$ 45.00	\$ 57.08
Contractor's Bond @ (1%)	\$	46.00	\$ 31.00	\$ 38.06
Totals	\$	4,605.30	\$ 3,945.42	\$ 4,167.34

Recommended:		Date:
	Contractor Representative Name/Title/Signature/Date	
Recommended:	Gafcon Representative Name/Title/Signature/Date	Date: 08/01/16



Magnolia Public Schools

Magnolia Science Academy, Gymnasium Project - Santa Ana, CA

RECORD OF NEGOTIATION SUMMARY

Change Order Request Number and	Title: #102. Skirtin	urnish and install skirting around the HV ng is required for roofing to receive warr bor and material.	
General Contractor Representatives	(Name & Title): Jon Wollam,	Project Manager	
Magnolia Public School Representa	ive (Name & Title): Mike Lengye	el, Sr. Construction Manager	
GC Submitted Cost: \$2,304	.00	Representatives Proposed Cost:	\$2,304.00
Final Price Agreed to: \$2,30	.00	Date Negotiations Concluded:	July 03,2018
2. Subcontractor O 3. It was agreed tha 4. It was agreed tha 5. It was agreed tha 6. It was agreed by	verhead and Profit Fee of 15.0% is t RC Construction Contractor's F t RC Construction Contractor's I t RC Construction Contractor's E RC Construction and Gafcon tha	ee of 7.0% is acceptable. nsurance Fee of 1.5% is acceptable. ond of 1.0% is acceptable. t the final prposed cost for COR #15 is \$2	
Agreed to:	nds that the MPS Board accept t	his COR in the amount of \$2,304.00 Jon Wollman	
1. 4.	ctors Representative signature)	Name (Print)	Date
Prepared by:	(CM signature)	Michael C. Lengyel Name (Print)	July 03,2018 Date
Approved:		Patrick Anton C. Ontiveros	
(MSP Director of Fac	ilities & General Counsel signatu	re) Name (Print)	Date



Magnolia Public Schools

Magnolia Science Academy, Gymnasium Project - Santa Ana, CA

RECORD OF NEGOTIATION SUMMARY

Change Order Request Number and Title:		R #14 - Furnish and install power to electronic lock and door #1.1per response t I #116. Included in the scope of work is all labor and material.
General Contr	actor Representatives (Name & Title):	n Wollam, Project Manager
Magnolia Pub	ic School Representative (Name & Title):	ke Lengyel, Sr. Construction Manager
GC Submitted	Cost: \$10,647.00	Representatives Proposed Cost: \$10,647.00
Final Price Ag	reed to: \$10,647.00	Date Negotiations Concluded: July 03,2018
NEGOTIATION	work. Although the labor hour seem slightl 2. It was agreed that RC Construction Cont 3. It was agreed that RC Construction Cont 4. It was agreed that RC Construction Cont 5. It was agreed by RC Construction and Go	ors labor hours, materials and consumables is fair and reasonable for the scope y on the high the side they are not excessive. ractor's Fee of 7.0% is acceptable. ractor's Insurance Fee of 1.5% is acceptable.
Agreed to:	(General Contractors Representative sig	Jon Wollman Inature) Name (Print) Date
Prepared by:	M. Ling (CM signature)	Michael C. Lengyel July 03,2018 Name (Print) Date
Approved:	(MSP Director of Facilities & General Counse	Patrick Anton C. Ontiveros, Esq. Pl signature) Name (Print) Date

CHANGE ORDER REQUEST # 12



Orange County Health Dept. Changes to Kitchen Servery

Project;	Contractor;	Change Order Date;
Magnolia Santa Ana, New Gymnasium	R.C. Construction Services Inc.	July 18, 2018
Santa Ana, California	223 N. Locust Ave.	Gafcon Review Date;
	Riaito, CA 92377	July 30, 2018

Cannge Order Cost Summary

Description	Cor	ntractors Total	Gafcon Total	Agreed Total
1. Direct Labor	\$	10,617.01	\$ 10,617.01	\$ 10,617.01
2. Materials and Consumables	\$	3,956.87	\$ 3,956.87	\$ 3,956.87
3. Equipment / Rentals Fees	\$	608.40	\$ 608.40	\$ 608.40
4. Sales Tax Materials	\$	29.08	\$ 29.08	\$ 29.08
5. Credits	\$	(1,500.00)	\$ (2,757.00)	\$ (2,128.00)
6. Sub-Contractors Overhead & Profit (15%)	\$	2,255.51	\$ 1,868.15	\$ 1,962.50
Total Direct Cost	\$	15,966.87	\$ 14,322.51	\$ 15,045.86
	\$	16	\$ ā	\$ (a):
Contractor's Fee @ (7%)	\$	1,120.00	\$ 1,002.58	\$ 1,053.21
Contractor's Insurance @ (1.5%)	\$	257.00	\$ 229.88	\$ 241.49
Contractor's Bond @ (1%)	\$	174.00	\$ 155.54	\$ 163.40
Totals	\$	17,517.87	\$ 15,710.51	\$ 16,503.96

Recommended:		Date:	
	Contractor Representative Name/Title/Signature/Date		
	11		
Recommended:	no Ceny	Date:	August 1, 2018
	Gafcon Representative Name/Title/Signature/Date		



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: Project Change Order Requests for Magnolia Science Academy- Santa Ana in the amount of \$87,964

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

8/18/2018

Date

Alfredo Rubalcava

MPS CEO & Superintendent

refuel Principleary

Date

Cover Sheet

Approval of 2018-19 Employee Handbook

Section: III. Action Items

Item: A. Approval of 2018-19 Employee Handbook

Purpose: Vote

Submitted by:

Related Material: III A 2018-19 Employee Handbook.pdf



Special Board Agenda Item #:	III A- Action Item
Date:	August 9, 2018
То:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Board Informative – 2018-19 Employee Handbook

Proposed Board Recommendation(s)

Staff requests and recommends that the Board of Directors (the "MPS Board") of Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") review, approve and adopt the 2018-19 Employee Handbook (the "Handbook") as previously requested and presented at the July 12, 2018 Regular Meeting of the MPS Board.

Background

MPS Staff requests that the MPS Board on an annual basis review and approve the MPS employee handbook for the new fiscal year. At the July 12, 2018 Regular Meeting of the MPS Board, MPS staff requested that the MPS Board review and approve the Handbook as the official employee handbook for the 2018-19 fiscal year. The MPS Board was not willing to approve the Handbook at the July 12th meeting having only been provided with the Handbook on the same day. Moreover, the MPS Board requested verification that the Employee Handbook, as present to the MPS Board, was vetted by MPS's legal team, specifically Young Minney & Corr LLP ("YMC").

The area of charter school law has developed into its own area of specialty with few lawyers and law firms with YMC's breadth of expertise. YMC has been and continues to be MPS's principal outside legal counsel. They assist with many aspects of MPS's organizational and operational matters where it is most efficient to engage them to do so instead of having Patrick Ontiveros take on such matters. The area of employment law, for example, is a highly specialized and constantly evolving area both within the law in general and charter school law in particular. It is more efficient for MPS to engage YMC to update its Handbook as opposed to having MPS's General Counsel undertake reviewing all developments related to updating an employee handbook. In short, there are certain legal tasks which are better suited to outside law firms to undertake while certain legal tasks are best handled by MPS's General Counsel, for example, most contract review. Staff is constantly balancing the need to use outside legal counsel and to use its General Counsel.



Mr. Ontiveros was aware and consented to the continued use of YMC to update the Handbook. Mr. Mr. Ontiveros participated in reviewing and updating the Handbook as needed. After the final draft was presented to Staff, Mr. Ontiveros reviewed correspondence related to updating the Handbook in order to verify that the draft presented to the Board represented the work product of YMC and was presented to MPS Staff as a draft to be reviewed and adopted by the MPS Board. Mr. Ontiveros has confirmed that the draft Handbook presented to the MPS Board at the July 12th meeting, to the best of his knowledge after reviewing correspondence between MPS Staff and YMC, represents YMC's work product and is the final version ready for review, approval and adoption by the MPS Board.

Budget & Budget Implications

Maximum PTO payout:

For approximately 260 full time MPS employees (10 days per full time employee) there will be an increase payout cost of \$65,000. This amount was not included in the 2018-19 board-approved budget. To rectify this oversight, the home office team met with each school site principal and they agreed to make budget transfers from their substitute line item Object Code 1100 to their unpaid sick day line item, also Object Code 1100. Below are the amounts broken down per school:

MSA-1: \$10,000

MSA-2: \$8,000

MSA-3: \$7,750

MSA-4: \$3,000

MSA-5: \$4,000

MSA-6: \$1,750

MSA-7: \$4,250

MSA-8: \$5,500

MSA-SD: \$5,250

MSA-SA: \$9,750

MERF: \$5,750

Total: \$65.000

Name of Staff Originator

Patrick Ontiveros, General Counsel & Director of Facilities

Magnolia Public Schools

Employee Handbook

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Magnolia Public Schools 250 East 1st Street STE. 1500 Los Angeles, CA 90012 213-628-3666

www.magnoliapublicschools.org

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.		
EMPLOYEE NAME:		
I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.		
I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.		
I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.		
I understand that other than the CEO, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing.		
Employee's Signature: Date:		

Please sign/date and upload to Paycom.

Magnolia Public Schools

The Vision

Graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society.

The Mission

Magnolia Public Schools provides a college preparatory educational program emphasizing science, technology, engineering, arts, and math (STEAM) in a safe environment that cultivates respect for self and others.

Core Values

Magnolia Public Schools has identified the following core values which are reinforced through its Life Skills curriculum, student learning outcomes (SLOs), and all school activities:

-	Excellence	•		
<u>.</u>	<u>Innovation</u>			
<u>.</u>	Connection			

Locations

Magnolia Science Academy-1	18238 Sherman Way, Reseda, CA 91335	(818) 609-0507
Magnolia Science Academy-2	17125 Victory Blvd., Van Nuys, CA 91406	(818) 758-0300
Magnolia Science Academy-3	1254 East Helmick St., Carson, CA 90746	(310) 637-3806
Magnolia Science Academy-4	11330 W Graham Place, Los Angeles, CA 90064	(310) 473-2464
<u>Magnolia Science Academy-5</u>	18230 Kittridge St., Reseda, CA 91335	<u>(818) 705-5676</u>
<u>Magnolia Science Academy-6</u>	3754 Dunn Dr., Los Angeles, CA 90034	(310) 842-8555
<u>Magnolia Science Academy-7</u>	18355 Roscoe Blvd., Northridge, CA 91325	(818) 221-5328
Magnolia Science Academy-8 (Bell)	6411 Orchard Ave, Bell, CA 90201	(323) 826-3925
<u>Magnolia Science Academy-San Diego</u>	6525 Estrella Ave., San Diego, CA 92120	(619) 644-1300
Magnolia Science Academy-Santa Ana	2840 W 1 st St., Santa Ana, CA 92703	(714) 479-0115

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INTRODUCTION

This Handbook summarizes the Magnolia Public Schools' (hereinafter referred to as "MPS" or "School") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult **MPS Home Office ("MERF") Human Resources**.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you. Only **the Chief Executive Officer ("CEO") of MPS**, with the express written approval of the Board of Directors, may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please e-sign the employee acknowledgement form in the Paycom Employee Self Service Portal. This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

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CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Policy

MPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race;
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), or the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities request and such accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. MPS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. MPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or

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other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School

counselor, coworker or other person shall not be a substitute for making a mandated report to Child Protective Services.

MPS will provide annual training on the mandated reporting requirements, via Charter Safe, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Principal.

Tuberculosis Testing

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All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days prior to the date of hire. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. examination for TB consists of an approved TB test, which, if positive will be followed by an xray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

The employee will not be required to submit to a TB exam if the employee can produce a current certificate showing they were found free of infectious tuberculosis within sixty (60) days of initial hire, or a California school previously employing the employee verifies it has a current certificate on file showing that the employee is free from infectious tuberculosis. The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this

testing may be announced by the School. Failure to maintain current TB test results may result in disciplinary action, up to and including release from at-will employment.

Immigration Compliance

MPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, MPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

If you have any questions or need more information on immigration compliance issues, please contact the Principal.

<u>Professional Boundaries: Staff/Student</u> Interaction Policy

MPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about **Deleted:** Compliance with the MPS tuberculosis testing policy is a condition of initial and continuing employment.

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Deleted: For employees transferring from other public or private schools within the State of California, it is acceptable for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four (4) years and was found to be free of communicable tuberculosis in lieu of submitting to a new tuberculosis test.

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the safest and most learning-conducive environment possible.

Corporal Punishment:

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

Examples of PERMITTED actions (NOT corporal punishment):

- > Stopping a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism:
- Defending yourself from physical injury or assault by a student;
- > Forcing a pupil to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment):

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior:

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of

acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

<u>Unacceptable Staff/Student Behaviors</u> (Violations of this Policy):

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- ➤ Any type of unnecessary physical contact with a student in a private situation;
- ➤ Intentionally being alone with a student away from the school;
- Making or participating in sexually inappropriate comments;
- Sexual jokes;
- > Seeking emotional involvement with a student for your benefit;
- Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student

- in an attempt to gain their support and understanding;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

<u>Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission:</u>

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- Giving students a ride to/from school or school activities:
- Being alone in a room with a student at school with the door closed;
- > Allowing students in your home.

Cautionary Staff/Student Behaviors:

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- Remarks about the physical attributes or development of anyone;
- Excessive attention toward a particular student:
- Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors:

- Getting parents' written consent for any after-school activity;
- Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- ➤ E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology);
- Keeping the door open when alone with a student;

- Keeping reasonable space between you and your students;
- Stopping and correcting students if they cross your own personal boundaries;
- Keeping parents informed when a significant issue develops about a student;
- Keeping after-class discussions with a student professional and brief;
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries;
- Involving your supervisor if conflict arises with the student;
- ➤ Informing the Executive Director about situations that have the potential to become more severe;
- Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers:
- ➤ Asking another staff member to be present if you will be alone with any type of special needs student;
- Asking another staff member to be present when you must be alone with a student after regular school hours;
- > Giving students praise and recognition without touching them;
- Pats on the back, high fives and handshakes are acceptable;
- Keeping your professional conduct a high priority;
- Asking yourself if your actions are worth your job and career.

Relationships between Employees

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some situations can create conflicts of interest requiring the School to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises, both employees should notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

Certification and Licensure of Instructional Staff

All teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold, MPS complies with all requirements of the authorizers regarding the certification and licensure of instructional staff. Paraprofessional staff may also be required to provide documentation proving that they meet the requirements for paraprofessional staff. It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to provide, maintain and keep current such certificates, permits or other documentation to his or her direct supervisor no later than the close of business prior to the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee

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should immediately report the same to his or her direct supervisor. Staff who are required to meet these state and federal certification, expertise, and related requirements must timely maintain such qualifications as a condition of employment at the School. Failure to maintain the appropriate credential/ certification required of the position may result in disciplinary action, up to and including release from at-will employment.

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

MPS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. MPS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; color; gender (including gender identity, gender expression, and gender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

MPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Principal or designee.

When MPS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO) or the MERF Human Resources or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. MPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

MPS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee. All new employees are assigned sexual harassment training prior to the start of the school year. All current employees receive sexual harassment

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training every two (2) years.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment, discrimination, and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal and/or MERF Human Resources. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

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

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reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPS policy.

Whistleblower Policy

MPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation

shall suffer harassment, retaliation, or adverse employment action.

Drug-and Alcohol-Free Workplace

MPS is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and wellbeing, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to workers and to other MPS stakeholders.

The bringing to the work place, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, including schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a

potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

Smoking

All School buildings and facilities are nonsmoking facilities. Deleted:

GENERAL WORKPLACE POLICIES

Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the Principal (or MERF Human Resources).

Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by the Principal and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

MPS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Principal (or MERF Human Resources for MERF employees). Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work

area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Principal (or MERF Human Resources for MERF employees) when keys are missing or if security access codes or passes have been breached.

Occupational Safety

MPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. MPS' management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

School Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers. telephone systems, email systems and other storage devices.

The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where

other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Use of School Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Employees should not use personal devices or email accounts for MPS-related communications. Such communications should only take place using MPS-issued devices and via the employee's MPS email account.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the I.T. Coordinator, all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Internet use is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The email system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted. The e-mail system and internet access are not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's

communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Social Media

If an employee decides to post information on the Internet (i.e., blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- > Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- > Employees are not authorized to publish any confidential information maintained by the School;
- > Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose blog violates this or other School policies.

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no

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obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Principal (or MERF Human Resources for MERF employees) advised of changes that should be reflected in their personnel file by making the changes in the Paycom Employee Self Service Portal. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. <u>Employees</u> also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. MPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal (or MERF Human Resources for MERF employees). Only the Principal and MERF Human Resources or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required. Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from

Intellectual Property Rights

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at the School shall be the property of the School and the employee is deemed to have waived all rights in favor of the School. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

Media Contacts

All media inquiries regarding the School and its operations must be referred to the CEO. Only the CEO is authorized to make or approve public statements pertaining to the School or its operations, although, public employees do not lose the right to speak on matters of public importance. No employee, unless specifically designated by the CEO, is authorized to make statements to the media on behalf of the School. Any employee who would like to write and/or publish an article, paper, or other publication on behalf of the School must obtain approval from the CEO before publication.

HOURS OF WORK, OVERTIME AND ATTENDANCE

Work Hours and Schedules

The School's normal working hours are from 7:30 a.m. to 4:00 p.m.*, Monday through Friday. The work schedule for hourly non-exempt employees may vary. Each employee will be assigned a work schedule by their supervisor. Typical working hours for hourly non-exempt employees may be as follows:*

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Regular working hours		
School Level:	7:30 a.m. – 4:00 p.m.	
Full-time office staff	(Included: meal break	
	for thirty (30) minutes	
	and two ten (10) -	
	minute breaks)	
School Level:	7:45 a.m. – 4:00 p.m.	
All other full-time	(Included: meal break	
employees	for thirty (30) minutes	
	and two ten (10) -	
	minute breaks)	
CMO Level:	8:30 a.m. – 5:00 p.m.	
All full-time MERF	(Included: meal break	
employees	for thirty (30) minutes	
	and two ten(10)	
	minute breaks)	
Summer w	orking hours	
between the school year end date and the new		
school year in-service	start date	
School Level:	9:00 a.m. – 2:00 p.m.	
All full-time	(Included: two ten_(10)	
employees	-minute breaks)	
CMO Level:	9:00 a.m. – 3:00 p.m.	
All full-time MERF	(Included: meal break	
employees	for thirty (30) minutes	
	and two ten(10)	
	minute breaks)	

* Working hours may vary from one School site to another.

Employee work schedules may fluctuate depending on the workload:

- Employees may have to work hours beyond their normal schedules as work demands require.
- Hourly/non-exempt employees may be subject to reduced hours during summer.
- Employees are expected to attend weekly staff meetings and other mandatory training and meetings. Please see section L for additional information on "Mandatory Training and Meetings."
- Full-time teachers may be required to supplement regular curricular activities through after school programs, including tutoring and clubs. Each full-time

- teaching staff is expected to offer at least two after school programs per week.
- As directed by the Principal, employees may be required to conduct home visits to develop a positive school-home relationship that supports student achievement.
- As directed by the **Principal**, employees may also be required to attend school events and activities, including but not limited to, parent conferences, student/parent orientation, back-to-school nights, parent/community meetings, and any other school events and activities that occur during or outside of normal school day.
- Employees are expected to perform other duties as requested by their direct supervisor.

Overtime

Whether an employee is exempt from or subject to overtime pay will be determined on a case-bycase basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. MPS will attempt to distribute overtime evenly and accommodate individual schedules. overtime work must be previously authorized in writing by the Principal (or MERF Human Resources for MERF employees.) provides compensation for all overtime hours worked by non-exempt employees in accordance

with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first

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eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Make Up Time

An employee may make a written request to make up work time that is or would be lost as a result of a personal obligation. It is at the sole discretion of the School to approve or reject the request. The hours of that make up work may only be performed in the same workweek in which the work time was lost and must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one week. The employee is responsible for recording time worked and taking all applicable rest and meal breaks during make up time. Make up time is not encouraged.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Principal (or MERF Human Resources for MERF employees) will adhere to the request and provide a copy of the legal documentation to the employee.

Work Breaks

Non-exempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday, but by no later than the end of the fifth hour of the workday. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and MPS mutually consent to the waiver in writing.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time. An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

MPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

MPS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

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Pay Days

For all employees, paydays are scheduled on the fifteenth (15th) and the last day of the month. For full-time classified and home office employees, the School pays in twenty-four (24) pay periods. For all full-time credentialed employees, the school pays in twenty-two (22) pay periods. The last pay period of the school year ends on June 30th. Each paycheck will include earnings for all reported work performed through the end of the payroll period and is subject to regular withholdings. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

You should promptly notify the Principal (or MERF Human Resources for MERF employees) if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

<u>Federal Income Tax Withholding</u>: The amount varies with the number of exemptions the employee claims and the gross pay amount.

<u>State Income Tax Withholding</u>: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

<u>State Disability Insurance (SDI)</u>: This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the MERF Human Resources to explain them to you.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Principal (or MERF Human Resources for MERF employees). The School's business office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon hire. It is the employee's responsibility to report any changes in filing status to the Principal (or MERF Human Resources for MERF employees) by updating his/her Paycom Employee Self Service Portal. It is also the employee's responsibility to fill out a new W-4 form if his/her filing status changes.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks.

Salary Compensation for Partial Pay Period

Salary payments to employees who are employed for less than a full pay period because of leave without pay, separation from employment for any reason, or employment at dates other than the beginning or the end of the pay period are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40)

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hours Monday through Friday unless otherwise specified.

For teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-ofyear school wrap-up day, whichever is later.

Pay Rate Schedule

Pay is primarily determined by the work classification, employee qualifications, years of service, and individual performance. The School uses a Board approved employee pay raise scale to determine salaries for **full-time employees**. Please refer to the scale for details.

Full-time teaching staff will be compensated for covering absent colleagues at the rate of twenty-five dollars (\$25) per regular course period and fifteen dollars (\$15) per half-course period, e.g., SSR or Advisory, unless indicated differently on the individual's employment agreement.

Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with **your direct supervisor**. If it is not possible to arrange your absence or tardiness in advance, you must notify **your direct supervisor** no later than one-half (1/2) hour before the start of your workday. If you are a teacher, you are also responsible to have a substitute folder for use when you are absent from school. If you are absent from work longer than one day, you are expected to keep **your direct supervisor** sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to **your direct supervisor** will lead to disciplinary action, up to and including termination.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment.

Time/Cards/Records

By law, MPS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Principal to make the correction and such correction must be initialed by both the employee and the Principal.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any

<u>aspect of this policy may be subject to</u> disciplinary action, up to and including release from at-will employment with the School.

Mandatory Training and Meetings

Employees may be required to attend trainings, lectures and meetings outside of regular working hours. All teaching staff and school administrators are required to attend summer inservices, weekly staff meetings, and other mandatory training and meetings as directed by the **Principal.**

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours.

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture or meeting, please contact **your direct supervisor** before attending. All staff will be paid for mandatory trainings only.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

Expense Reimbursements

The School may reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business, including, but not limited to, fingerprint processing fees, TB test fees, First Aid & CPR fees, fees of exams that lead to professional certification (CSET, CTEL, CLAD, CPACE, etc.,) and other approved School business and profession related expenses. Credential fees, university entrance exam fees, US Constitution exam fees, and fees for basic skills tests such as CBEST, RICA, etc., are not reimbursable. Please refer to the MPS Tuition Reimbursement policy for professional development opportunities and certification programs reimbursed by the School.

In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the Principal (or MERF Human Resources for MERF employees). In general, all expenses must have been previously approved in CoolSIS or another form of electronic communication or form designated by school administration by the Principal (or the CEO (or designee) for MERF employees). All reimbursement forms must be completed in its entirety and submitted in CoolSIS.

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STANDARDS OF CONDUCT

Personal Appearance/Standards of Dress

MPS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee
- Skirts and dresses should be no higher than three (3) inches above the knee.

- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.
- 9) Employees may not display tattoos on their bodies. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.
- Your direct supervisor will inform you of any specific dress requirements for your position.

Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the employment relationship the employee has with the School.

- Insubordination refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority;
- ➤ Inefficiency including deliberate restriction of output, carelessness or

- unnecessary wastes of time or material, neglect of job, duties or responsibilities;
- Unacceptable job performance;
- Release of confidential information without authorization;
- Unexcused/unreported absence and/or lack of punctuality;
- Abuse of sick leave;
- Working unauthorized overtime or refusing to work assigned overtime;
- Misuse of School property or funds;
- Unauthorized use of School equipment, materials, time or property;
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- Failure to keep a required license, certification or permit current and in good standing;
- ➤ Horseplay;
- > Sleeping or malingering on the job;
- Refusal to speak to supervisor or other employees;
- Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls;
- Posting any notices on School premises without prior written approval of management unless posting is on a School bulletin board designated for employee postings;
- ➤ Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter, is strictly prohibited on School property by nonemployees and by employees. This rule does not cover periods of time when employees are off their jobs such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks;
- Failure to comply with the School's safety procedures;
- Failure to report a job-related accident to the employee's manager or failure to take

- or follow prescribed tests, procedures or treatment:
- > Immoral or indecent conduct;
- Fighting or instigating a fight on School premises;
- > Gambling on school premises;
- Use of profane, abuse or threatening language in conversations with other employees and/or intimidating or interfering with other employees;
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances;
- Dishonesty;
- Falsification, fraud or omission of pertinent information when applying for a position;
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record;
- ➤ Theft or embezzlement;
- ➤ Willful destruction of property;
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position;
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School:
- ➤ Violation of the discrimination, harassment or retaliation policy;
- ➤ Engaging in sabotage or espionage (industrial or otherwise);
- ➤ Any willful act that endangers the safety, health or wellbeing of another individual;
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school;
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School;
- Violations of federal, state or local laws affecting the organization or your employment with the organization; and
- Failure to possess or maintain the credential/certificate required of the position.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School;
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and;
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. MPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

EMPLOYEE BENEFITS

Holidays and Vacation

Legal Holidays

All **full-time** employees will receive the following paid legal holidays in 2018-19:

Legal Holidays	<u>Dates</u>
Labor Day	September 3, 2018
Veterans Day	November 12, 2018
Thanksgiving Day*	November 22, 2018
Christmas Day**	December 25, 2018
New Year's Day**	January 1, 2019
M. L. King Day	January 21, 2019
Presidents' Day	February 18, 2019
Cesar Chavez Day	April 1, 2019
Memorial Day	May 27, 2019
Independence Day	July 4, 2019

^{*} Falls during Thanksgiving Break

School Breaks

All **full-time** employees will receive the following paid school breaks:

- ➤ Thanksgiving Break (including the Thanksgiving Day)
- Winter Break (including the Christmas Day and New Year's Day)
- > Spring Break

Typically, **full-time teaching staff** will have five (5) days of <u>paid</u> Thanksgiving break, fifteen (15) days of <u>paid</u> winter break, and five (5) days of <u>paid</u> spring break. **School administrators**, **school classified employees**, and **MERF**

^{**} Falls during Winter Break

employees will have three (3) days of <u>paid</u> Thanksgiving break, three (3) days of <u>paid</u> spring break, and eleven (11) days of <u>paid</u> winter break. Part-time employees are not compensated during the Thanksgiving, <u>winter</u> and <u>spring</u> breaks.

Full-time education specialists and college advisors at the school sites will be treated as teaching staff for the purpose of holidays and vacation. If you have any questions about your classification, please consult with MERF Human Resources.

School Breaks	Dates	
Full-time teaching staff:		
Thanksgiving Break	November 19-23, 2018	
Winter Break	December 17, 2018 -	
	January 04, 2019	
Spring Break	April 15, 2019 –	
	April 19, 2019	
School administrators, school classified		
employees, and MERF employees:		
Thanksgiving Break	November 21-23, 2018	
Winter Break	December 19, 2018 -	
	January 04, 2019	
Spring Break	April 17-19, 2019	

If a school site has a different schedule of breaks and/or additional breaks other than those listed above, such as fall break, Presidents' week, etc., the general rule of thumb is that full-time teaching staff will take the whole break off in the school calendar while the school administrators and school classified employees will have two (2) days less off.

Summer working hours apply on the days of school breaks that full-time teaching staff takes off and school administrators, school classified employees, and MERF employees work.

Floating Holidays

All MPS Employees are eligible to receive two (2) floating holidays each school year. Floating holidays cannot be cashed out but they do rollover.

Vacation

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. Vacation is provided to prevent overworking. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

All **full-time** employees*** accrue vacation from the date of hire at the following accrual rates:

Type of Staff	Vacation Accrual
School administrators	Hours will accrue per
	pay period up to 160 hours (6.67 hours per
	pay period) per year
School classified	Hours will accrue per
employees	pay period up to 120
	hours (5 hours per pay
	period) per year
MERF employees	Hours will accrue per
	pay period up to 160
	hours (6.67 hours per
	pay period) per year

Vacation time may not be utilized before it is earned. Vacation accruals may not exceed an employee's current annual entitlement, plus 80 hours. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence with the employee returns to work.

On termination of employment, the employee is paid all accrued, unused vacation at the employee's base rate of pay at the time of his or her separation from employment.

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Typically, employees are expected to use all their accrued vacation during the summer between the school year end date and the new school year in-service start date, unless otherwise agreed to by the employee and his or her direct supervisor. However, the School may attempt to have some of its employees stagger vacations in an effort to avoid affecting services. Therefore, all vacations must be approved in advance by your direct supervisor, who will make every effort to accommodate each employee. CEO may grant an extension for staff to use their accrued but unused vacation outside of the parameters listed above to prevent loss of earned vacation. Vacation requests must be made at least two (2) weeks prior to the desired vacation Job requirements will always have precedence over vacation schedules.

*** Teaching staff does not accrue vacation. Full-time teaching staff works on an 11-month work schedule, i.e., August through June if the last day of school falls in June, and receives pay over an 11-month pay period, i.e., August through June.

For full-time teaching staff, the actual working days start on the first day of summer teacher inservice and end on the last day of school or on the end-of-year school wrap-up day, whichever is later

Any accrued but unused vacation will not be paid out at the end of the school year. Nonetheless, all employees are entitled to have their unused vacation time paid out upon separation from the School.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, MPS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Additionally,

employees may use sick leave during public health emergencies resulting in the closure of MPS, the employee's child care provider, or the school of the employee's child. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all MPS employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment, and who work at least two (2) hours per week. For part-time employees, MPS will track sick leave based on the number of hours worked. Part-time staff will be credited with 24 hours of sick leave at the start of the school year. All full-time employees will be credited with forty-eight (48) hours of sick leave at the beginning of each school year.

Furthermore, all full-time employees will accrue additional sick leave for each pay period worked up to a maximum of eighty (80) hours per year.

Employees cannot use paid sick leave until the ninetieth (30th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours.

Sick leave is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. MPS will not tolerate abuse or misuse of your sick leave privilege. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School may be required. MPS

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may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave. If an employee is not eligible for any applicable medical leave and has exhausted all paid sick leave, the employee will not be paid for time not worked. Employee requests for unpaid medical leave must be approved in advance by the School.

Unused sick leave carries over from school year to school year for all employees up to a maximum of eight (80) hours. At its sole discretion, the School may offer to buy back unused paid sick leave days at the employee's rate of pay or \$150 per day, whichever is lower, by the end of June.

Personal Necessity Leave:

A full-time employee may elect to use up to five (5) days of accumulated sick leave each school year for personal necessity including any of the following specific reasons:

- Death or serious illness of a member of his/her immediate family (this is in addition to normal bereavement leave);
- Accident involving his/her person or property or the person or property of a member of his/her immediate family;
- Appearance in court as a litigant, or as a witness under official order;
- Adoption of a child;
- The birth of a child making it necessary for an employee who is the parent of the child to be absent from his/her position during the work hours;

Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Personal necessity leave is not vacation but rather part of the sick leave policy. Personal necessity leave does not carry over from school year to school year.

INSURANCE BENEFITS

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with applicable law and the School's health insurance plan. The School will cover one-hundred (100%) percent of the premium for employees who chose the HMO option and one-hundred (100%) percent of the premium to enroll dependents in the same program. The employee's portion of monthly premiums will be deducted from the employee's paycheck for PPO selections only. The School may reimburse the employee at the rate of \$150 per month if he or she is enrolled in a separate health insurance benefit program and declines the employer-sponsored health insurance benefits in writing by no later than September of each year. MPS will not reimburse employees who will receive or have health insurance coverage through an actively working spouse of MPS.

Part-time employees working less than 30 hours per week are not entitled to benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Deleted: To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, MPS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Additionally, employees may use sick leave during public health emergencies resulting in the closure of MPS, the employee's child care provider, or the school of the employee's child. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. §

Paid sick leave is available to all MPS employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment, and who work at least two (2) hours per week. For Part-time employees, MPS will track sick leave based on the number of hours worked. Part-time staff will be credited with 24 hours of sick leave at the start of the school year. All full-time employees will be credited with forty-eight (48) hours of sick leave at the beginning of each school year. ¶

Furthermore, all full-time employees will accrue additional sick leave at the rate of eight (8) hours for each full month worked up to a maximum of eighty (80) hours per year. .

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours.

Sick leave is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. MPS will not tolerate abuse or misuse of your sick leave privilege. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School may be required. MPS may withhold sick pay if it suspects that sick leave has been misused. §

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave. If an employee is not eligible for any applicable medical leave and has exhausted all paid sick leave, MPS will deduct eight (8) hours for [1].

Deleted: Personal Necessity Leave:

An employee may elect to use up to five (5) days of accumulated sick leave in any school year for purposes of personal necessity including any of the following specific reasons:

- #>Death or serious illness of a member of his/her immediate family (this is in addition to normal bereavement leave). *\(\) \(\preceq \)
- <#>Adoption of a child;¶
- <#>The birth of a child making it necessary for an employee who is the parent of the child to be absent from his/her position during the work hours;
- <#>Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Personal necessity leave is not vacation but rather part of the sick leave policy. ... [2]

Deleted: Part-time staff working less than thirty (30) hours per week are not eligible for health insurance benefits.

Unless otherwise mandated by law, employees on a leave of absence are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the MERF Human Resources as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Disability Insurance

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the MERF Human Resources.

Family Leave Insurance

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six (6) weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating the Family Leave Insurance are available from the MERF Human Resources.

Life Insurance

Life insurance is provided by UNUM. All fulltime employees will be covered upon hire. Please reach out to your Human Resources department for coverage details.

Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

COBRA Benefits

Continuation of Medical and/or Dental Benefits:

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage plus any other applicable fees.

Medical coverage for an employee his/her spouse, and eligible dependent children can continue for up to 18 months if coverage ends because:

- > Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Lours of employment are reduced below the amount required to be considered a full-time employee, making the employee ineligible for the plan.

This eighteen (18)-month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18)-month period also may be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

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An employee's, spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but the employee's spouse has not yet reach age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

MPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. MPS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- You (or your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;

- > MPS stops providing group health benefits;
- ➤ You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to twentynine (29)-months due to disability and there has been a final determination that you are no longer disabled.

LEAVES OF ABSENCE

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

Employee Eligibility Criteria:

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

Events that may Entitle an Employee to FMLA Leave:

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

> To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this Deleted: Your

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purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose;

- ➤ Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy);
 - a. A "serious health condition" is an illness, injury (including, but not limited to on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or (2) continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a

- serious health condition, its treatment, or the recovery that it requires.
- d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
- ➤ To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care;
- ➤ For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces;

Amount of FMLA Leave Which May Be Taken:

- > FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
- ➤ In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twentysix (26) workweeks of FMLA leave

during a twelve (12) month period to care for the service member.

- ➤ The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
- If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA Leave:

- An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law
- An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all

accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

- If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
- The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

Health Benefits:

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

MPS may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

> The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and

> The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

Seniority:

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

Medical Certifications:

- An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
- The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's

health care provider to authenticate a certification as needed.

- ➤ If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

<u>Procedures for Requesting and Scheduling FMLA Leave:</u>

- An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal (or MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be given a copy of the School's thencurrent FMLA leave policy.
- ➤ Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

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- ➤ If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- ➤ If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- ➤ If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- ➤ The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and

- grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
- ➤ When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- ➤ Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
- ➤ If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Limitations on Reinstatement

- ➤ MPS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
- > A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of,

FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

Employment during Leave:

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria:

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and

must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave:

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- > The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- ➤ The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave:

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay During Pregnancy Disability Leave:

- An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
- The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
- Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits:

MPS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) - month period. MPS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

➤ The employee fails to return from leave after the designated leave period expires.

- > The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

Seniority:

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications:

- An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
- Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave:

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal (or MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- ➤ If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- ➤ The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the

employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

- ➤ Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of

the leave (with the limitations explained above).

- In accordance with MPS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- ➤ If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave:

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Medical Leave of Absence

At the discretion of MERF Human Resources, an unpaid medical leave of absence may be granted up to sixty (60) working days to employees who are not eligible for other leaves. Ask MERF Human Resources for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

Unpaid Leave of Absence

MPS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Funeral/Bereavement Leave

Employees will be allowed up to **five (5)** consecutive working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a parent, spouse, son/daughter, sister/brother, parents-in-law, grandparents, grandchild, sister/brother-in-law, son/daughter-in-law, or domestic partner.

If any employee requires more than **five (5)** days off for bereavement leave, the employee may use any accrued sick days, request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted at the discretion of the School. Bereavement pay will not be used in computing overtime pay.

Military and Military Spousal Leave of Absence

MPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written

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notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, MPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

MPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment

during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Advance notice of leave is required. Please inform the Principal (or MERF Human Resources for MERF employees) of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to twenty-four (24) months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact MERF Human Resources. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued vacation time, if any, during requested leave.

Nothing in this policy shall prohibit the School from refusing to hire or discharge an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.

Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs. The School may also arrange for a literacy education provider to visit the School.

An employee who wishes to reveal a problem of illiteracy and request School assistance should contact **MERF Human Resources**. The School will take all reasonable steps to safeguard the employee's privacy. Nonexempt employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

School Appearance and Activities Leave

As required by law, MPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a (1) parent or guardian is an employee of MPS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify the Principal (or MERF Human Resources for MERF employees) of your commitment to act as election official as far in advance as possible.

Time Off for Jury and Witness Duty

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify the Principal (or MERF Human Resources for MERF employees) of your commitment to serve on a jury or as a witness as far in advance as possible.

Victims of Abuse Leave

MPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

 Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide MPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide MERF Human Resources one (1) of the following certifications upon returning back to work:

- 1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
- A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, MPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact MERF Human Resources.

Time Off for Victims of Crime

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious

felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify MERF Human Resources of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

Time Off for Volunteer Firefighters

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the Principal (or MERF Human Resources for MERF employees) of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify the Principal (or MERF Human Resources for MERF employees) before leaving the School's premises.

Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. Please contact the Principal (or MERF Human Resources for MERF

employees) to request and schedule time off to vote

Industrial Injury Leave (Workers' Compensation)

MPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care:
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Principal;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a jobrelated injury, the first priority is to ensure that the injured employee receives appropriate medical attention. MPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All jobrelated injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Employees that are temporarily totally disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use <u>five (5) days of accrued paid</u> leave for bone marrow donation and two (2) weeks of <u>accrued paid</u> leave for organ donation. If the employee has an insufficient number of <u>paid leave</u> days available, the leave will <u>otherwise</u> be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Principal (or MERF Human Resources for MERF employees) thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should consult MERF Human Resources.

RETIREMENT

Certificated Staff Members

All certificated staff members who are eligible, including, but not limited to, administrators, counselors, school psychologists, special education program administrators, and teaching employees will participate in the State Teachers' Retirement System (STRS).

Classified Staff Members

All full-time non-certificated staff members, including, but not limited to, office staff and instructional aides, are eligible to participate in the Public Employees' Retirement System (PERS).

All part-time non-certificated employees hired to work six months or more become eligible to participate in PERS on the date of hire. For part-time employees, they become PERS members the first day of the next pay period after completion of 1,000 hours or 125 days in a fiscal year.

All non-credentialed employees also contribute to Social Security.

Oversight of Benefits

The HR Department and the Finance Department at the MPS Home Office are responsible for monitoring the appropriate administration of

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benefits and ensuring appropriate arrangements for retirement coverage are made for all employees. The Charter School will make any contribution that is legally required of the employer, including STRS, PERS, Social Security, workers' compensation, and other payroll obligations.

All withholdings from employees and the Charter School will be forwarded to the STRS and PERS funds as required. Employees will accumulate service credit years in the same manner as all other members of STRS and PERS. The Charter School will submit all retirement data and will comply with all policies and procedures for payroll reporting. The Charter School assures that it will provide retirement information in a format required by the County.

EMPLOYMENT EVALUATION AND SEPARATION

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by **his or her direct supervisor.** Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that is has been presented to you, that you have discussed it with your

direct supervisor, and that you are aware of its contents. The evaluation system or any failure to evaluate an employee in no way alters the at-will employment relationship.

Newly hired employees may have their performance goals reviewed by **your direct supervisor** within the first **ninety** (90) days of employment.

Discipline and Involuntary Termination

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions and/or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

The disciplinary process will be determined by the School in light of the facts and circumstances of each case. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents involving the employee. With the exception of substitute employees and temporary employees, these policies apply to all employees of the School and apply to all job-related activities of such employees.

Violations of the Employee Handbook, employment agreement, MPS charter, or applicable law are all independently and collectively considered misconduct and will result in disciplinary action up to and including release from at-will employment.

Voluntary Termination

Except if stated expressly otherwise by employment contract, either the employee or the School may terminate the at-will employment

relationship at any time, with or without notice and with or without cause. While it is not required, the School requests that at-will employees electing to resign give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.

An exit interview will normally be scheduled on the last day of work with **your direct supervisor**. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any School property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment.

Pay at Time of Separation

Employees separated from employment will be paid for time worked according to applicable laws. For full-time employees who are employed for less than a full pay period in their last month, salary payments are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40) hours Monday through Friday unless otherwise specified.

The School will buy back all unused sick leave days from employees at the rate of \$150 per day or at the employee's current rate of pay, whichever is lower.

Pay for earned but unused vacation time will be provided to full-time employees at time of separation at the employee's current rate of pay. Final pay, including pay for any earned but unused sick leave days and vacation time, and if applicable, pay for summer holdback for full-time teaching staff, will be provided in accordance with applicable law.

References

All requests for references and employment verifications must be promptly directed to **your direct supervisor**. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment, the title of the last position held, and length of service. Other employees may not provide any employment verifications or provide a professional reference on behalf of the School for another employee.

INTERNAL COMPLAINT REVIEW & OPEN DOOR

Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact the Principal (or MERF Human Resources for MERF employees) with your questions or concerns. If the situation is not resolved to your satisfaction, please contact MERF Human Resources, preferably in writing, who will further investigate the issue.

Internal Complaint Review

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to **the CEO** or **Board of Directors** to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints:

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(Complaints by Employees against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with **your direct supervisor**. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by **the Principal (or the CEO (or designee) for MERF employees):**

- The complainant will bring the matter to the attention of the Principal (or the CEO (or designee) for MERF employees) as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal (or the CEO for MERF employees) (or designee) will then investigate the facts and provide a solution or explanation;
- If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the CEO (or designee.) The CEO (or designee) will then investigate the facts and provide a solution or explanation;
- ➤ If the complaint is about the CEO, the complainant may file his or her complaint in a signed writing to the President of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees: (Complaints by Third Parties against Employees)

This section of the policy is for use when a nonemployee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of **the Principal or the CEO** (if the complaint concerns the Principal) or **the Board President** (if the complaint concerns the CEO) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Principal (or the CEO (or the Board President)) (or designee) shall abide by the following process:

- > The Principal (or the CEO) (or designee) shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
- In the event that the Principal (or the CEO) (or designee) finds that a complaint against an employee is valid, the Principal (or the CEO) (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or the CEO) (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- The Principal's (or the CEO's) (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements:

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- Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
- Resolution: The Board (if a complaint is about the CEO) or the CEO (if a complaint is about the Principal or MERF employees) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial

measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

MPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the COO, Principal, MERF Human Resources, or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

MPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:	Date:
Date of Alleged Incident(s):	
Name of Person(s) you believe harassed, or discrimin	nated or retaliated against, you or someone else:
List any witnesses that were present:	
Where did the incident(s) occur?	

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

I acknowledge that I have read and that I understand	the above statements. I hereby	authorize the School
to disclose the information I have provided as it finds	necessary in pursuing its invest	tigation.
I hereby certify that the information I have provided the best of my knowledge and belief.	in this complaint is true and co	orrect and complete to
	Deter	
Signature of Complainant	Date:	
Print Name	_	
Time Name		
Received by:	_ Date:	
•		

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name:	Date:
Date of Alleged Incident(s):	
Name of Person(s) you have a complaint	
List any witnesses that were present:	
Where did the incident(s) occur?	
Please describe the events or conduct that are the behavior of the possible (i.e. specific statements; what, if any, phys do to avoid the situation, etc.) (Attach additional page	pasis of your complaint by providing as much factual detail as ical contact was involved; any verbal statements; what did you ges, if needed):
investigation. I hereby certify that the information	rmation I have provided as it finds necessary in pursuing its on I have provided in this complaint is true and correct and I further understand providing false information in this regard g termination.
Signature of Complainant	Date:
Print Name	
To be completed by School:	
Received by:	Date:

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To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, MPS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Additionally, employees may use sick leave during public health emergencies resulting in the closure of MPS, the employee's child care provider, or the school of the employee's child. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all MPS employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment, and who work at least two (2) hours per week. For Part-time employees, MPS will track sick leave based on the number of hours worked. Part-time staff will be credited with 24 hours of sick leave at the start of the school year. All full-time employees will be credited with forty-eight (48) hours of sick leave at the beginning of each school year.

Furthermore, all full-time employees will accrue additional sick leave at the rate of eight (8) hours for each full month worked up to a maximum of eighty (80) hours per year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours.

Sick leave is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. MPS will not tolerate abuse or misuse of your sick leave privilege. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School may be required. MPS may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave. If an employee is not eligible for any applicable medical leave and has exhausted all paid sick leave, MPS will deduct eight (8) hours for every day taken over the allotted time. Employee requests for unpaid medical leave must be approved in advance by the School.

Unused sick leave does not carry over from school year to school year for full-time employees. Part-time employees may carry over sick leave from school year to school year up to a maximum of eight (80) hours. The School may offer to buy back all unused sick leave days at the employee's rate of pay or \$15025 per day, whichever is lower, by the end of June.

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Personal Necessity Leave:

An employee may elect to use up to five (5) days of accumulated sick leave in any school year for purposes of personal necessity including any of the following specific reasons:

Death or serious illness of a member of his/her immediate family (this is in addition to normal bereavement leave);

Accident involving his/her person or property or the person or property of a member of his/her immediate family;

Appearance in court as a litigant, or as a witness under official order;

Adoption of a child;

The birth of a child making it necessary for an employee who is the parent of the child to be absent from his/her position during the work hours;

Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Personal necessity leave is not vacation but rather part of the sick leave policy. Personal necessity leave does not carry over from school year to school year.

Magnolia Public Schools

Employee Handbook

Magnolia Public Schools 250 East 1st Street STE. 1500 Los Angeles, CA 90012 213-628-3666

www.magnoliapublicschools.org

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.
EMPLOYEE NAME:
I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.
I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.
I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.
I understand that other than the CEO, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing.
Employee's Signature: Date:

Please sign/date and upload to Paycom.

Magnolia Public Schools

The Vision

Graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society.

The Mission

Magnolia Public Schools provides a college preparatory educational program emphasizing science, technology, engineering, arts, and math (STEAM) in a safe environment that cultivates respect for self and others.

Core Values

Magnolia Public Schools has identified the following core values which are reinforced through its Life Skills curriculum, student learning outcomes (SLOs), and all school activities:

- Excellence
- Innovation
- Connection

.....

Locations

Magnolia Science Academy-1	18238 Sherman Way, Reseda, CA 91335	(818) 609-0507
Magnolia Science Academy-2	17125 Victory Blvd., Van Nuys, CA 91406	(818) 758-0300
Magnolia Science Academy-3	1254 East Helmick St., Carson, CA 90746	(310) 637-3806
Magnolia Science Academy-4	11330 W Graham Place, Los Angeles, CA 90064	(310) 473-2464
Magnolia Science Academy-5	18230 Kittridge St., Reseda, CA 91335	(818) 705-5676
Magnolia Science Academy-6	3754 Dunn Dr., Los Angeles, CA 90034	(310) 842-8555
Magnolia Science Academy-7	18355 Roscoe Blvd., Northridge, CA 91325	(818) 221-5328
Magnolia Science Academy-8 (Bell)	6411 Orchard Ave, Bell, CA 90201	(323) 826-3925
Magnolia Science Academy-San Diego	6525 Estrella Ave., San Diego, CA 92120	(619) 644-1300
Magnolia Science Academy-Santa Ana	2840 W 1 st St., Santa Ana, CA 92703	(714) 479-0115

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INTRODUCTION

This Handbook summarizes the Magnolia Public Schools' (hereinafter referred to as "MPS" or "School") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult **MPS Home Office ("MERF") Human Resources**.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you. Only **the Chief Executive Officer ("CEO") of MPS**, with the express written approval of the Board of Directors, may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please e-sign the employee acknowledgement form in the **Paycom Employee Self Service Portal.** This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Policy

MPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race;
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to Family Medical Leave ("FMLA"), Pregnancy Disability Leave ("PDL") Americans law, with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), or the Fair **Employment** and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. MPS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. MPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship. School will make the accommodation.

At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice

Nothing contained in this Handbook, employment applications, School memoranda or

other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to No School representative, terminate at-will. other than the Board of Directors or its designee. is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School

counselor, coworker or other person shall not be a substitute for making a mandated report to Child Protective Services.

MPS will provide annual training on the mandated reporting requirements, via Charter Safe, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Principal.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days prior to the date of hire. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. examination for TB consists of an approved TB test, which, if positive will be followed by an xray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

The employee will not be required to submit to a TB exam if the employee can produce a current certificate showing they were found free of infectious tuberculosis within sixty (60) days of initial hire, or a California school previously employing the employee verifies it has a current certificate on file showing that the employee is infectious tuberculosis free from The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School. Failure to maintain current TB test results may result in disciplinary action, up to and including release from at-will employment.

Immigration Compliance

MPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, MPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) employee or applicant against any employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

If you have any questions or need more information on immigration compliance issues, please contact the Principal.

<u>Professional Boundaries: Staff/Student</u> <u>Interaction Policy</u>

MPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment:

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

<u>Examples of PERMITTED actions (NOT corporal punishment):</u>

- > Stopping a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism;
- Defending yourself from physical injury or assault by a student;
- Forcing a pupil to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- ➤ Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

<u>Examples of PROHIBITED actions (corporal punishment):</u>

- ➤ Hitting, shoving, pushing, or physically restraining a student as a means of control:
- Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

➤ Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior:

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of

acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

<u>Unacceptable Staff/Student Behaviors</u> (Violations of this Policy):

- ➤ Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- ➤ Any type of unnecessary physical contact with a student in a private situation;
- ➤ Intentionally being alone with a student away from the school;
- ➤ Making or participating in sexually inappropriate comments;
- Sexual jokes;
- > Seeking emotional involvement with a student for your benefit;
- ➤ Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student

- in an attempt to gain their support and understanding;
- ➤ Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

<u>Unacceptable Staff/Student Behaviors without</u> Parent and Supervisor Permission:

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- Giving students a ride to/from school or school activities;
- ➤ Being alone in a room with a student at school with the door closed;
- ➤ Allowing students in your home.

Cautionary Staff/Student Behaviors:

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- Remarks about the physical attributes or development of anyone;
- Excessive attention toward a particular student;
- Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors:

- ➤ Getting parents' written consent for any after-school activity;
- ➤ Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology);
- Keeping the door open when alone with a student;

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- Keeping reasonable space between you and your students;
- Stopping and correcting students if they cross your own personal boundaries;
- Keeping parents informed when a significant issue develops about a student;
- ➤ Keeping after-class discussions with a student professional and brief;
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries;
- ➤ Involving your supervisor if conflict arises with the student;
- ➤ Informing the Executive Director about situations that have the potential to become more severe:
- ➤ Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers;
- Asking another staff member to be present if you will be alone with any type of special needs student;
- Asking another staff member to be present when you must be alone with a student after regular school hours;
- ➤ Giving students praise and recognition without touching them;
- ➤ Pats on the back, high fives and handshakes are acceptable;
- Keeping your professional conduct a high priority;
- Asking yourself if your actions are worth your job and career.

Relationships between Employees

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some situations can create conflicts of interest requiring the School to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises, both employees should notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

Certification and Licensure of Instructional Staff

All teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. MPS complies with all requirements of the authorizers regarding the certification and licensure of instructional staff. Paraprofessional staff may also be required to provide documentation proving that they meet the requirements for paraprofessional staff. It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to provide, maintain and keep current such certificates, permits or other documentation to his or her direct supervisor no later than the close of business prior to the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee

should immediately report the same to his or her direct supervisor. Staff who are required to meet these state and federal certification, expertise, and related requirements must timely maintain such qualifications as a condition of employment at the School. Failure to maintain the appropriate credential/ certification required of the position may result in disciplinary action, up to and including release from at-will employment.

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

MPS is committed to providing a work and educational atmosphere that is free of unlawful discrimination, and retaliation. harassment, MPS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; color; gender (including gender identity, gender expression, and gender identity, whether or not transitioning the employee is or transitioned): sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information: sexual orientation: military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

MPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Principal or designee.

When MPS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO) or the MERF Human Resources or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. MPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

MPS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee. All new employees are assigned sexual harassment training prior to the start of the school year. All current employees receive sexual harassment training every two (2) years.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment. discrimination, and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual Consequently, harassment should individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed witnessed sexual harassment immediately encouraged to report such harassment to the Principal and/or MERF See Appendix A for the Human Resources. "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

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

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reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - 0 Displaying pictures, cartoons, posters, calendars. graffiti, objections, promotional materials, materials, reading or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPS policy.

Whistleblower Policy

MPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or faith, cooperates in who, in good investigation of a violation shall suffer harassment, retaliation, or adverse employment Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug- and Alcohol-Free Workplace

MPS is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to workers and to other MPS stakeholders.

The bringing to the work place, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, including schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a

potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

Smoking

All School buildings and facilities are nonsmoking facilities.

GENERAL WORKPLACE POLICIES

Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the **Principal (or MERF Human Resources)**.

Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by **the Principal** and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

MPS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to **the Principal (or MERF Human Resources for MERF employees)**. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work

area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Principal (or MERF Human Resources for MERF employees) when keys are missing or if security access codes or passes have been breached.

Occupational Safety

MPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. MPS' management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

School Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs. alcohol, firearms, explosives and other improper Additionally, the School provides materials. property and facilities to its employees to carry out business on behalf of the School. employees do not have a Accordingly, reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.

The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where

other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Use of School Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, telephone software, systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Employees should not use personal devices or email accounts for MPS-related communications. Such communications should only take place using MPS-issued devices and via the employee's MPS email account.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the I.T. Coordinator all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Internet use is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The email system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted. The e-mail system and internet access are not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's

communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Social Media

If an employee decides to post information on the Internet (i.e., blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- > Student and employee confidentiality policies must be adhered to:
- ➤ Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- ➤ Employees are not authorized to publish any confidential information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose blog violates this or other School policies.

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no

obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Principal (or MERF Human Resources for MERF employees) advised of changes that should be reflected in their personnel file by making the changes in the Paycom Employee Self Service Portal. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. MPS will restrict disclosure of personnel files to authorized individuals within the School. request for information contained in personnel file must be directed to the Principal (or MERF Human Resources for MERF employees). Only the Principal and MERF Human Resources or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required. Credible complaints substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

Intellectual Property Rights

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at the School shall be the property of the School and the employee is deemed to have waived all rights in favor of the School. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

Media Contacts

All media inquiries regarding the School and its operations must be referred to the **CEO**. Only the **CEO** is authorized to make or approve public statements pertaining to the School or its operations, although, public employees do not lose the right to speak on matters of public importance. No employee, unless specifically designated by the **CEO**, is authorized to make statements to the media on behalf of the School. Any employee who would like to write and/or publish an article, paper, or other publication on behalf of the School must obtain approval from the **CEO** before publication.

HOURS OF WORK, OVERTIME AND ATTENDANCE

Work Hours and Schedules

The School's normal working hours are from **7:30 a.m. to 4:00 p.m.***, Monday through Friday. The work schedule for hourly non-exempt employees may vary. Each employee will be assigned a work schedule by their supervisor. Typical working hours for hourly non-exempt employees may be as follows:*

Regular working hours	
School Level:	7:30 a.m. – 4:00 p.m.
Full-time office staff	(Included: meal break
	for thirty (30) minutes
	and two ten (10) -
	minute breaks)
School Level:	7:45 a.m. – 4:00 p.m.
All other full-time	(Included: meal break
employees	for thirty (30) minutes
	and two ten (10) -
	minute breaks)
CMO Level:	8:30 a.m. – 5:00 p.m.
All full-time MERF	(Included: meal break
employees	for thirty (30) minutes
	and two ten (10) -
	minute breaks)
Summer w	orking hours
between the school year end date and the new	
school year in-service	
School Level:	9:00 a.m. – 2:00 p.m.
All full-time	(Included: two ten (10)
employees	-minute breaks)
CMO Level:	9:00 a.m. – 3:00 p.m.
All full-time MERF	(Included: meal break
employees	for thirty (30) minutes
	and two ten (10) -
	minute breaks)

^{*} Working hours may vary from one School site to another.

Employee work schedules may fluctuate depending on the workload:

- ➤ Employees may have to work hours beyond their normal schedules as work demands require.
- ➤ Hourly/non-exempt employees may be subject to reduced hours during summer.
- Employees are expected to attend weekly staff meetings and other mandatory training and meetings. Please see section L for additional information on "Mandatory Training and Meetings."
- Full-time teachers may be required to supplement regular curricular activities through after school programs, including tutoring and clubs. Each full-time

- teaching staff is expected to offer at least two after school programs per week.
- As directed by the **Principal**, employees may be required to conduct home visits to develop a positive school-home relationship that supports student achievement.
- As directed by the **Principal**, employees may also be required to attend school events and activities, including but not limited to, parent conferences, student/parent orientation, back-to-school nights, parent/community meetings, and any other school events and activities that occur during or outside of normal school day.
- Employees are expected to perform other duties as requested by their **direct supervisor**.

Overtime

Whether an employee is exempt from or subject to overtime pay will be determined on a case-bycase basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. MPS will attempt to distribute overtime evenly and accommodate individual schedules. A11 overtime work must be previously authorized in writing by the Principal (or MERF Human Resources for MERF employees.) MPS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first

eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Make Up Time

An employee may make a written request to make up work time that is or would be lost as a result of a personal obligation. It is at the sole discretion of the School to approve or reject the request. The hours of that make up work may only be performed in the same workweek in which the work time was lost and must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one week. The employee is responsible for recording time worked and taking all applicable rest and meal breaks during make up time. Make up time is not encouraged.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Principal (or MERF Human Resources for MERF employees) will adhere to the request and provide a copy of the legal documentation to the employee.

Work Breaks

Non-exempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday, but by no later than the end of the fifth hour of the workday. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and MPS mutually consent to the waiver in writing.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time. An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

MPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

MPS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Pay Days

For **all employees**, paydays are scheduled on the fifteenth (15th) and the last day of the month. For full-time classified and home office employees, the School pays in twenty-four (24) pay periods. For all full-time credentialed employees, the school pays in twenty-two (22) pay periods. The last pay period of the school year ends on June 30th. Each paycheck will include earnings for all reported work performed through the end of the payroll period and is subject to regular withholdings. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

You should promptly notify the Principal (or MERF Human Resources for MERF employees) if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

<u>Federal Income Tax Withholding</u>: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

<u>State Disability Insurance (SDI)</u>: This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the **MERF Human Resources** to explain them to you.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to **the Principal** (or MERF Human Resources for MERF employees). The School's business office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon hire. It is the employee's responsibility to report any changes in filing status to **the Principal (or MERF Human Resources for MERF employees)** by updating his/her Paycom Employee Self Service Portal. It is also the employee's responsibility to fill out a new W-4 form if his/her filing status changes.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks.

Salary Compensation for Partial Pay Period

Salary payments to employees who are employed for less than a full pay period because of leave without pay, separation from employment for any reason, or employment at dates other than the beginning or the end of the pay period are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40)

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hours Monday through Friday unless otherwise specified.

For teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-ofyear school wrap-up day, whichever is later.

Pay Rate Schedule

Pay is primarily determined by the work classification, employee qualifications, years of service, and individual performance. The School uses a Board approved employee pay raise scale to determine salaries for **full-time employees**. Please refer to the scale for details.

Full-time teaching staff will be compensated for covering absent colleagues at the rate of twenty-five dollars (\$25) per regular course period and fifteen dollars (\$15) per half-course period, e.g., SSR or Advisory, unless indicated differently on the individual's employment agreement.

Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with **your direct supervisor**. If it is not possible to arrange your absence or tardiness in advance, you must notify **your direct supervisor** no later than one-half (1/2) hour before the start of your workday. If you are a teacher, you are also responsible to have a substitute folder for use when you are absent from school. If you are absent from work longer than one day, you are expected to keep **your direct supervisor** sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to **your direct supervisor** will lead to disciplinary action, up to and including termination.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment.

Time/Cards/Records

By law, MPS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Principal to make the correction and such correction must be initialed by both the employee and the Principal.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any

aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Mandatory Training and Meetings

Employees may be required to attend trainings, lectures and meetings outside of regular working hours. All teaching staff and school administrators are required to attend summer inservices, weekly staff meetings, and other mandatory training and meetings as directed by the **Principal.**

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours.

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture or meeting, please contact **your direct supervisor** before attending. All staff will be paid for mandatory trainings only.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

Expense Reimbursements

The School may reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business, including, but not limited to, fingerprint processing fees, TB test fees, First Aid & CPR fees, fees of exams that lead to professional certification (CSET, CTEL, CLAD, CPACE, etc.,) and other approved School business and profession related expenses. Credential fees, university entrance exam fees, US Constitution exam fees, and fees for basic skills tests such as CBEST, RICA, etc., are not reimbursable. Please refer to the MPS Tuition Reimbursement policy for professional development opportunities and certification programs reimbursed by the School.

In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the Principal (or MERF Human Resources for MERF employees). In general, all expenses must have been previously approved in CoolSIS or another form of electronic communication or form designated by school administration by the Principal (or the CEO (or designee) for MERF employees). All reimbursement forms must be completed in its entirety and submitted in CoolSIS.

STANDARDS OF CONDUCT

Personal Appearance/Standards of Dress

MPS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.

- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.
- 9) Employees may not display tattoos on their bodies. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.
- 10) Your direct supervisor will inform you of any specific dress requirements for your position.

Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the employment relationship the employee has with the School.

- ➤ Insubordination refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority;
- > Inefficiency including deliberate restriction of output, carelessness or

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- unnecessary wastes of time or material, neglect of job, duties or responsibilities;
- Unacceptable job performance;
- ➤ Release of confidential information without authorization;
- Unexcused/unreported absence and/or lack of punctuality;
- ➤ Abuse of sick leave;
- ➤ Working unauthorized overtime or refusing to work assigned overtime;
- Misuse of School property or funds;
- ➤ Unauthorized use of School equipment, materials, time or property;
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- ➤ Failure to keep a required license, certification or permit current and in good standing;
- ➤ Horseplay;
- > Sleeping or malingering on the job;
- Refusal to speak to supervisor or other employees;
- Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls;
- Posting any notices on School premises without prior written approval of management unless posting is on a School bulletin board designated for employee postings;
- ➤ Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter, is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks;
- ➤ Failure to comply with the School's safety procedures;
- ➤ Failure to report a job-related accident to the employee's manager or failure to take

- or follow prescribed tests, procedures or treatment;
- Immoral or indecent conduct;
- Fighting or instigating a fight on School premises;
- Gambling on school premises;
- ➤ Use of profane, abuse or threatening language in conversations with other employees and/or intimidating or interfering with other employees;
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances;
- Dishonesty;
- ➤ Falsification, fraud or omission of pertinent information when applying for a position;
- ➤ Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record;
- ➤ Theft or embezzlement;
- Willful destruction of property;
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position;
- ➤ Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School:
- ➤ Violation of the discrimination, harassment or retaliation policy;
- Engaging in sabotage or espionage (industrial or otherwise);
- Any willful act that endangers the safety, health or wellbeing of another individual;
- ➤ Any act of sufficient magnitude to cause disruption of work or gross discredit to the school;
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School;
- ➤ Violations of federal, state or local laws affecting the organization or your employment with the organization; and
- Failure to possess or maintain the credential/certificate required of the position.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- ➤ Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School;
- ➤ Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School;
- ➤ Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and;
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. MPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

EMPLOYEE BENEFITS

Holidays and Vacation

Legal Holidays

All **full-time** employees will receive the following paid legal holidays in 2018-19:

Legal Holidays	<u>Dates</u>
Labor Day	September 3, 2018
Veterans Day	November 12, 2018
Thanksgiving Day*	November 22, 2018
Christmas Day**	December 25, 2018
New Year's Day**	January 1, 2019
M. L. King Day	January 21, 2019
Presidents' Day	February 18, 2019
Cesar Chavez Day	April 1, 2019
Memorial Day	May 27, 2019
Independence Day	July 4, 2019

^{*} Falls during Thanksgiving Break

School Breaks

All **full-time** employees will receive the following paid school breaks:

- ➤ Thanksgiving Break (including the Thanksgiving Day)
- ➤ Winter Break (including the Christmas Day and New Year's Day)
- Spring Break

Typically, full-time teaching staff will have five (5) days of paid Thanksgiving break, fifteen (15) days of paid winter break, and five (5) days of paid spring break. School administrators, school classified employees, and MERF

^{**} Falls during Winter Break

employees will have three (3) days of paid Thanksgiving break, three (3) days of paid spring break, and eleven (11) days of paid winter break. Part-time employees are not compensated during the Thanksgiving, winter and spring breaks.

Full-time **education specialists** and **college advisors** at the school sites will be treated as teaching staff for the purpose of holidays and vacation. If you have any questions about your classification, please consult with **MERF Human Resources**.

School Breaks	<u>Dates</u>	
Full-time teaching staff:		
Thanksgiving Break	November 19-23, 2018	
Winter Break	December 17, 2018 –	
	January 04, 2019	
Spring Break	April 15, 2019 –	
	April 19, 2019	
School administrators, school classified		
employees, and MERF employees:		
Thanksgiving Break	November 21-23, 2018	
Winter Break	December 19, 2018 –	
	January 04, 2019	
Spring Break	April 17-19, 2019	

If a school site has a different schedule of breaks and/or additional breaks other than those listed above, such as fall break, Presidents' week, etc., the general rule of thumb is that full-time teaching staff will take the whole break off in the school calendar while the school administrators and school classified employees will have two (2) days less off.

Summer working hours apply on the days of school breaks that full-time teaching staff takes off and school administrators, school classified employees, and MERF employees work.

Floating Holidays

All MPS Employees are eligible to receive two (2) floating holidays each school year. Floating holidays cannot be cashed out but they do rollover

Vacation

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. Vacation is provided to prevent overworking. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

All **full-time** employees*** accrue vacation from the date of hire at the following accrual rates:

Type of Staff	Vacation Accrual
School administrators	Hours will accrue per
	pay period up to 160
	hours (6.67 hours per
	pay period) per year
School classified	Hours will accrue per
employees	pay period up to 120
	hours (5 hours per pay
	period) per year
MERF employees	Hours will accrue per
	pay period up to 160
	hours (6.67 hours per
	pay period) per year

Vacation time may not be utilized before it is earned. Vacation accruals may not exceed an employee's current annual entitlement, plus 80 hours. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence with the employee returns to work.

On termination of employment, the employee is paid all accrued, unused vacation at the employee's base rate of pay at the time of his or her separation from employment.

Typically, employees are expected to use all their accrued vacation during the summer between the school year end date and the new school year in-service start date, unless otherwise agreed to by the employee and his or her direct supervisor. However, the School may attempt to have some of its employees stagger vacations in an effort to avoid affecting services. Therefore, all vacations must be approved in advance by your direct supervisor, who will make every effort to accommodate each employee. CEO may grant an extension for staff to use their accrued but unused vacation outside of the parameters listed above to prevent loss of earned vacation. Vacation requests must be made at least two (2) weeks prior to the desired vacation Job requirements will always have time. precedence over vacation schedules.

*** Teaching staff does not accrue vacation. Full-time teaching staff works on an 11-month work schedule, i.e., August through June if the last day of school falls in June, and receives pay over an 11-month pay period, i.e., August through June.

For full-time teaching staff, the actual working days start on the first day of summer teacher inservice and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

Any accrued but unused vacation will not be paid out at the end of the school year. Nonetheless, all employees are entitled to have their unused vacation time paid out upon separation from the School. Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, MPS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Additionally,

employees may use sick leave during public health emergencies resulting in the closure of MPS, the employee's child care provider, or the school of the employee's child. Employees may also use sick leave to assist a family member children, parents, spouses/domestic (i.e., grandchildren, partners, grandparents, siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all MPS employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment, and who work at least two (2) hours per week. For part-time employees, MPS will track sick leave based on the number of hours worked. Part-time staff will be credited with 24 hours of sick leave at the start of the school year. All full-time employees will be credited with forty-eight (48) hours of sick leave at the beginning of each school year.

Furthermore, all full-time employees will accrue additional sick leave for each pay period worked up to a maximum of eighty (80) hours per year.

Employees cannot use paid sick leave until the ninetieth (30th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours.

Sick leave is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. MPS will not tolerate abuse or misuse of your sick leave privilege. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School may be required. MPS

may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave. If an employee is not eligible for any applicable medical leave and has exhausted all paid sick leave, the employee will not be paid for time not worked. Employee requests for unpaid medical leave must be approved in advance by the School.

Unused sick leave carries over from school year to school year for all employees up to a maximum of eight (80) hours. At its sole discretion, the School may offer to buy back unused paid sick leave days at the employee's rate of pay or \$150 per day, whichever is lower, by the end of June.

Personal Necessity Leave:

A full-time employee may elect to use up to five (5) days of accumulated sick leave each school year for personal necessity including any of the following specific reasons:

- ➤ Death or serious illness of a member of his/her immediate family (this is in addition to normal bereavement leave);
- ➤ Accident involving his/her person or property or the person or property of a member of his/her immediate family;
- ➤ Appearance in court as a litigant, or as a witness under official order;
- > Adoption of a child;
- ➤ The birth of a child making it necessary for an employee who is the parent of the child to be absent from his/her position during the work hours;

Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Personal necessity leave is not vacation but rather part of the sick leave policy. Personal necessity leave does not carry over from school year to school year.

INSURANCE BENEFITS

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with applicable law and the School's health insurance plan. The School will cover one-hundred (100%) percent of the premium for employees who chose the HMO option and one-hundred (100%) percent of the premium to enroll dependents in the same program. The employee's portion of monthly premiums will be deducted from the employee's paycheck for PPO selections only. The School may reimburse the employee at the rate of \$150 per month if he or she is enrolled in a separate health insurance benefit program and declines employer-sponsored health insurance the benefits in writing by no later than September of each year. MPS will not reimburse employees who will receive or have health insurance coverage through an actively working spouse of MPS.

Part-time employees working less than 30 hours per week are not entitled to benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the MERF Human Resources as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Disability Insurance

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the MERF Human Resources.

Family Leave Insurance

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six (6) weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating the Family Leave Insurance are available from the **MERF Human Resources**

Life Insurance

Life insurance is provided by UNUM. All fulltime employees will be covered upon hire. Please reach out to your Human Resources department for coverage details.

Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

COBRA Benefits

Continuation of Medical and/or Dental Benefits:

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage plus any other applicable fees.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to 18 months if coverage ends because:

- ➤ Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- ➤ Hours of employment are reduced below the amount required to be considered a full-time employee, making the employee ineligible for the plan.

This eighteen (18)-month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18)-month period also may be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- ➤ The employee dies while covered by the plan;
- ➤ The employee and his/her spouse become divorced or legally separated;
- ➤ The employee becomes eligible for Medicare coverage, but the employee's spouse has not yet reach age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

MPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. MPS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- ➤ Premiums for continued coverage are not paid within thirty (30) days of the due date;
- You (or your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;

- ➤ MPS stops providing group health benefits:
- ➤ You (or your spouse or child) become entitled to Medicare; or
- ➤ You extended coverage for up to twentynine (29)-months due to disability and there has been a final determination that you are no longer disabled.

LEAVES OF ABSENCE

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

Employee Eligibility Criteria:

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

Events that may Entitle an Employee to FMLA Leave:

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose;

- ➤ Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy);
 - a. A "serious health condition" is an illness, injury (including, but not limited to on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or (2) continuing treatment, including, but not limited to, treatment for substance abuse.
 - "Inpatient care" means a stay in a hospital, hospice, or residential health facility, subsequent care any treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a

- serious health condition, its treatment, or the recovery that it requires.
- d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
- To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care;
- For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces;

Amount of FMLA Leave Which May Be Taken:

- FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the emplovee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
- ➤ In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave

during a twelve (12) month period to care for the service member.

- The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
- ➤ If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if employee **FMLA** leave uses in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA Leave:

- An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law
- An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all

accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

- ➤ If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
- The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

Health Benefits:

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

MPS may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and

The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

Seniority:

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

Medical Certifications:

- An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
- The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's

health care provider to authenticate a certification as needed.

- ➤ If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

<u>Procedures for Requesting and Scheduling</u> FMLA Leave:

- An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal (or MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be given a copy of the School's thencurrent FMLA leave policy.
- Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- ➤ Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

- ➤ If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- ➤ If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

➤ Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and

- grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
- When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- ➤ Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
- ➤ If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Limitations on Reinstatement

- ➤ MPS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
- A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of,

FMLA leave, that he/she qualifies as a "key" employee and the potential with consequences respect reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

Employment during Leave:

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria:

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave:

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- ➤ The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave:

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay During Pregnancy Disability Leave:

- An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
- ➤ The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
- ➤ Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits:

MPS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) - month period. MPS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

The employee fails to return from leave after the designated leave period expires.

- The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

Seniority:

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications:

- An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
- Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave:

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal (or MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
- ➤ Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- ➤ If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical the employee treatment. may transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the

employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

- ➤ Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

➤ When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

- ➤ In accordance with MPS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- ➤ If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave:

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Medical Leave of Absence

At the discretion of **MERF Human Resources**, an unpaid medical leave of absence may be granted up to **sixty (60) working days** to employees who are not eligible for other leaves. Ask **MERF Human Resources** for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

Unpaid Leave of Absence

MPS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Funeral/Bereavement Leave

Employees will be allowed up to **five** (5) consecutive working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a parent, spouse, son/daughter, sister/brother, parents-in-law, grandparents, grandchild, sister/brother-in-law, son/daughter-in-law, or domestic partner.

If any employee requires more than **five (5)** days off for bereavement leave, the employee may use any accrued sick days, request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted at the discretion of the School. Bereavement pay will not be used in computing overtime pay.

Military and Military Spousal Leave of Absence

MPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written

notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, MPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

MPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment

during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Advance notice of leave is required. Please inform the Principal (or MERF Human Resources for MERF employees) of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to twenty-four (24) months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact MERF Human Resources. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. employee may use accrued sick leave or accrued vacation time, if any, during requested leave.

Nothing in this policy shall prohibit the School from refusing to hire or discharge an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.

Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs. The School may also arrange for a literacy education provider to visit the School.

An employee who wishes to reveal a problem of illiteracy and request School assistance should contact **MERF Human Resources**. The School will take all reasonable steps to safeguard the employee's privacy. Nonexempt employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

School Appearance and Activities Leave

As required by law, MPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of MPS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify **the Principal** (or MERF Human Resources for MERF employees) of your commitment to act as election official as far in advance as possible.

Time Off for Jury and Witness Duty

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify the Principal (or MERF Human Resources for MERF employees) of your commitment to serve on a jury or as a witness as far in advance as possible.

Victims of Abuse Leave

MPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

 Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide MPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide MERF Human Resources one (1) of the following certifications upon returning back to work:

- 1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
- 2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
- 3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, MPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact MERF Human Resources.

Time Off for Victims of Crime

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious

felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting Please notify MERF crime victim leave. Human Resources of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

Time Off for Volunteer Firefighters

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the Principal (or MERF Human Resources for MERF employees) of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify the Principal (or MERF Human Resources for MERF employees) before School's leaving the premises.

Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time Please contact the Principal (or off work. **MERF MERF** Human Resources for

employees) to request and schedule time off to vote.

Industrial Injury Leave (Workers' Compensation)

MPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Principal;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a jobrelated injury, the first priority is to ensure that the injured employee receives appropriate medical attention. MPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All jobrelated injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Employees that are temporarily totally disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Principal (or MERF Human Resources for MERF employees) thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should consult MERF Human Resources.

RETIREMENT

Certificated Staff Members

All certificated staff members who are eligible, including, but not limited to, administrators, counselors, school psychologists, special education program administrators, and teaching employees will participate in the State Teachers' Retirement System (STRS).

Classified Staff Members

All full-time non-certificated staff members, including, but not limited to, office staff and instructional aides, are eligible to participate in the Public Employees' Retirement System (PERS).

All part-time non-certificated employees hired to work six months or more become eligible to participate in PERS on the date of hire. For part-time employees, they become PERS members the first day of the next pay period after completion of 1,000 hours or 125 days in a fiscal year.

All non-credentialed employees also contribute to Social Security.

Oversight of Benefits

The HR Department and the Finance Department at the MPS Home Office are responsible for monitoring the appropriate administration of

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benefits and ensuring appropriate arrangements for retirement coverage are made for all employees. The Charter School will make any contribution that is legally required of the employer, including STRS, PERS, Social Security, workers' compensation, and other payroll obligations.

All withholdings from employees and the Charter School will be forwarded to the STRS and PERS funds as required. Employees will accumulate service credit years in the same manner as all other members of STRS and PERS. The Charter School will submit all retirement data and will comply with all policies and procedures for payroll reporting. The Charter School assures that it will provide retirement information in a format required by the County.

EMPLOYMENT EVALUATION AND SEPARATION

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by **his or her direct supervisor.** Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that is has been presented to you, that you have discussed it with your

direct supervisor, and that you are aware of its contents. The evaluation system or any failure to evaluate an employee in no way alters the at-will employment relationship.

Newly hired employees may have their performance goals reviewed by **your direct supervisor** within the first **ninety** (90) days of employment.

Discipline and Involuntary Termination

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions and/or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

The disciplinary process will be determined by the School in light of the facts and circumstances of each case. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents involving With the exception of substitute employee. employees and temporary employees, these policies apply to all employees of the School and apply to all job-related activities of such employees.

Violations of the Employee Handbook, employment agreement, MPS charter, or applicable law are all independently and collectively considered misconduct and will result in disciplinary action up to and including release from at-will employment.

Voluntary Termination

Except if stated expressly otherwise by employment contract, either the employee or the School may terminate the at-will employment relationship at any time, with or without notice and with or without cause. While it is not required, the School requests that at-will employees electing to resign give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.

An exit interview will normally be scheduled on the last day of work with **your direct supervisor**. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any School property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment.

Pay at Time of Separation

Employees separated from employment will be paid for time worked according to applicable laws. For full-time employees who are employed for less than a full pay period in their last month, salary payments are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40) hours Monday through Friday unless otherwise specified.

The School will buy back all unused sick leave days from employees at the rate of \$150 per day or at the employee's current rate of pay, whichever is lower.

Pay for earned but unused vacation time will be provided to full-time employees at time of separation at the employee's current rate of pay. Final pay, including pay for any earned but unused sick leave days and vacation time, and if applicable, pay for summer holdback for full-time teaching staff, will be provided in accordance with applicable law.

References

All requests for references and employment verifications must be promptly directed to **your direct supervisor**. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment, the title of the last position held, and length of service. Other employees may not provide any employment verifications or provide a professional reference on behalf of the School for another employee.

INTERNAL COMPLAINT REVIEW & OPEN DOOR

Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact the Principal (or MERF Human Resources for MERF employees) with your questions or concerns. If the situation is not resolved to your satisfaction, please contact MERF Human Resources, preferably in writing, who will further investigate the issue.

Internal Complaint Review

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to **the CEO** or **Board of Directors** to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints:

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(Complaints by Employees against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with **your direct supervisor**. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by **the Principal (or the CEO (or designee) for MERF employees):**

- The complainant will bring the matter to the attention of the Principal (or the CEO (or designee) for MERF employees) as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal (or the CEO for MERF employees) (or designee) will then investigate the facts and provide a solution or explanation;
- ➤ If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the CEO (or designee.) The CEO (or designee) will then investigate the facts and provide a solution or explanation;
- ➤ If the complaint is about the CEO, the complainant may file his or her complaint in a signed writing to the President of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

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

resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees:
(Complaints by Third Parties against Employees)

This section of the policy is for use when a nonemployee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of **the Principal or the CEO** (if the complaint concerns the Principal) or **the Board President** (if the complaint concerns the CEO) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Principal (or the CEO (or the Board President)) (or designee) shall abide by the following process:

- ➤ The Principal (or the CEO) (or designee) shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
- > In the event that the Principal (or the CEO) (or designee) finds that a complaint against an employee is valid, the Principal (or the CEO) (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or the CEO) (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- The Principal's (or the CEO's) (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final

General Requirements:

- Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- ➤ Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
- Resolution: The Board (if a complaint is about the CEO) or the CEO (if a complaint is about the Principal or MERF employees) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial

measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

MPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the COO, Principal, MERF Human Resources, or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

MPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:	Date:
Date of Alleged Incident(s):	
Name of Person(s) you believe harassed, or discriminate	ted or retaliated against, you or someone else:
List any witnesses that were present:	
Where did the incident(s) occur?	

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

I acknowledge that I have read and that I understand to disclose the information I have provided as it finds	
I hereby certify that the information I have provided in the best of my knowledge and belief.	in this complaint is true and correct and complete to
	Data
Signature of Complainant	Date:
Print Name	_
Received by:	Date:

Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday August 9, 2018 at 6:00 PM

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name:	Date:
Date of Alleged Incident(s):	
Name of Person(s) you have a complaint	
List any witnesses that were present:	
	are the basis of your complaint by providing as much factual detail as ny, physical contact was involved; any verbal statements; what did you onal pages, if needed):
investigation. I hereby certify that the in-	the information I have provided as it finds necessary in pursuing its formation I have provided in this complaint is true and correct and belief. I further understand providing false information in this regard including termination.
Signature of Complainant	Date:
Print Name	
To be completed by School:	
Received by:	Date:



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: 2018-19 Magnolia Public Schools Employee Handbook

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

01012

8/8/2018

Date

Alfredo Rubalcava

MPS CEO & Superintendent

Date

Cover Sheet

Appointment of MPS Corporate Officers i.e. Treasurer and Secretary

Section: III. Action Items

Item: B. Appointment of MPS Corporate Officers i.e. Treasurer and

Secretary

Purpose: Vote

Submitted by:

Related Material: III B Corporate Officers.pdf



Board Agenda Item #	Agenda # III B- Action Item	
Date:	August 9, 2018	
То:	Magnolia Board of Directors	
From:	Alfredo Rubalcava, Ed.D., CEO & Superintendent	
Staff Lead:	Alfredo Rubalcava, Ed.D., CEO & Superintendent	
RE:	Appointment of MPS Corporate Officers (i.e. Treasurer, Secretary)	

Proposed Board Motion

I move that the board appoint Ms. Nanie Montijo as the Treasurer and Ms. Barbara Torres as the Secretary of Magnolia Education & Research Foundation dba Magnolia Public Schools ("MPS").

Introduction

Per the MPS Bylaws the Treasurer should;

- Keep and maintain adequate and correct books and accounts of the corporation's properties and transactions
- Send or cause to be given to directors such financial statements and reports as are required to be given by law, by the MPS bylaws or by the Board
- Deposit or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate:
- Disburse the corporation's funds as the Board of Directors may order
- Render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation
- Have such other powers and perform such other duties as the Board or the bylaws may require.
- If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office

The Secretary should;

- Keep or cause to be kept a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board
- Keep or cause to be kept a copy of articles of incorporation and bylaws, as amended to date
- Keep or cause to be kept, notice of all meetings of the Board and of committee of the Board of Directors that the bylaws require to be given

• Keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or bylaws may require

Background

During the June 14th MPS Board Meeting, Mr. Brian Holman, Partner at Musick, Peeler & Garrett LLP, presented the requirements on appointing corporate officers for the MPS corporation. The Board voted to postpone the approval of this item for further review and it is now being presented for approval with further details.

Mr. Holman explained to the Board that the Treasurer and Secretary should be the organization's staff members who carry out the functions mentioned above. In the past, the Treasurer and the Secretary have been members of the Board. However, MPS Board members serve within a governing board and do not conduct the duties stated above. Therefore, Mr. Brian Holman recommends that the appointed corporate officers be staff members rather than Board members.

Budget Implications

None

Exhibits (attachments):

• MPS Bylaws

AMENDED AND RESTATED BYLAWS $\mbox{OF} \\ \mbox{MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION}$

(A California Nonprofit Public Benefit Corporation)

ARTICLE I NAME

Section 1. NAME. The name of this corporation is Magnolia Educational & Research Foundation.

ARTICLE II PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 250 East 1st Street, Suite 1500, Los Angeles, 90012 California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purposes of this corporation are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; promoting and discovering the research modules in scientific areas with applied and practicable methods to promote prospective scientists; coordinating international conferences/competitions in various fields of academic study. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Amended and Restated Bylaws of Magnolia Educational & Research Foundation Adopted: 6/16/08 Amended: 4/19/12, 4/11/13, 12/12/13, 1/9/15, 2/16/15, 8/11/16, 10/26/16, 11/3/16

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ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts, liabilities and all charter obligations of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for the public and/or charitable purposes of managing, operating, guiding, directing, promoting, and/or supporting one or more California public charter schools that serve students in grades K-12 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

Amended and Restated Bylaws of Magnolia Educational & Research Foundation Adopted: 6/16/08 Amended: 4/19/12, 4/11/13, 12/12/13, 1/9/15, 2/16/15, 8/11/16, 10/26/16, 11/3/16

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- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. The exact number of directors shall be fixed within these limits by a Resolution of the Board. All directors shall be designated by the existing Board of Directors.

The Board of Directors commits to designating at least one (1) director who resides in each county where this corporation operates a charter school. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds and commits to designating at least one (1) director representing parents at all times.

Section 4. RESTRICTION ON EMPLOYEE DIRECTORS. No current employees of the Corporation may serve on the Board of Directors.

Section 5. DIRECTORS' TERMS. Each director shall hold office for five (5) years and until a successor director has been designated and qualified. The terms of directors shall be staggered as determined by the Board. Staggering has been accomplished by the Board appointing directors on different dates. The staggered terms of the current Board are as follows:

	First	Name	Last Name	Beginning Term	End term
1	Ms.	Noel	Russell-Unterburger	10/11/12	10/10/17 (former parent)
2	Dr.	Umit	Yapanel	10/11/12	10/10/17
3	Mr.	Nguyen	Huynh	3/12/15	10/10/17
4	Mr.	Saken	Sherkhanov	12/12/13	12/11/18 (former teacher)
5	Dr.	Salih	Dikbas	4/21/16	12/10/19
6	Mrs.	Diane	Gonzalez	12/11/14	12/10/19
7	Dr.	Remzi	Oten	3/12/15	03/11/20 (current parent)
8	Dr_{\bullet}	Ali	Korkmaz	9/10/15	9/9/20

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9 Mr. Serdar Orazov 9/10/15 9/9/20

Staggering shall be maintained as directors shall be appointed to fill vacant seats at the expiration of each staggered term.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to nominate qualified candidates for designation to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of the designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. Any member of the community may also refer a potential candidate to the Board for consideration.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be designated, no corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by a simple majority of directors then in office at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous

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consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. QUORUM. A majority of the directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the directors at the meeting shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation
 Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws;
- Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the
- Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- g. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 17. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other

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Board of Directors' actions, and the Brown Act, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 18. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 19. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 20. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The Corporation shall comply with applicable conflict of interest laws, including the Political Reform Act of 1974 (Chapter 1 (commencing with Section 81000) of Title 9 of the Government Code) and Govt. Code § 1090 et seq.

ARTICLES VIII MEETINGS

Section 1. PLACE OF BOARD OF DIRECTORS MEETINGS. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting and which is in compliance with the Ralph M. Brown Act. The Board of Directors commits to rotating the locations of its regular physical meetings among the counties where the corporation's charter school sites are located, and to holding at least one of its regular physical meetings in a calendar year in each of those counties, and that the final date, time, and place will be specified in the notice of the meeting in compliance with the Ralph M. Brown Act.

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 2. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act. ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 3. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the

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second Thursday of each month, unless the second Thursday of the month should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer or a majority of the Board of Directors. If a Chairman of the Board has not been elected, then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 6. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of a school district in which at least one of the charter schools operated by the corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the

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meeting;

- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 7. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

ARTICLE X OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and Chief Financial Officer, who shall be known as the "Treasurer." The corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article X Section 4, of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

- Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.
- Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.
- Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

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¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special and, if special, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained,

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adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

Section 13. VICE-CHAIRMEN. One Vice-Chairman of the Board of Directors will be assigned to each county in which a charter school operated by the corporation is located.

ARTICLE XI CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. In compliance with Government Code Section 1090 et seq., the corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE XII CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

Section 2. <u>AGAINST NEPOTISM.</u> If a member of an officer's or employee's immediate family is to be hired to work in a position directly subordinate or supervisory to the officer or employee, that fact should be disclosed in advance to the Board of Directors so that a determination can be made whether to permit an exception to the normal prohibition against nepotism.

ARTICLE XIII LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or

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property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XIV INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XV INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XVI MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

- Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- Such reports and records as required by law.

ARTICLE XVII INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or

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attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVIII REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the

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aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
- (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- b. The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the corporation pursuant to Article XIV of these Bylaws.

ARTICLE XIX BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. The Board of Directors may only amend these Bylaws provisions fixing the authorized number of directors or establishing procedures for the nomination or appointment of directors by unanimous vote of all directors then in office. This section may only be amended by the unanimous vote of the all the directors then in office.

ARTICLE XX FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1^{st} and end on June 30^{th} of each year.

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CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these amended and restated bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Directors on **November 3**, 2016; and that these amended and restated bylaws have not been amended or modified since that date.

11/03/16

Secretary

Cover Sheet

Approval of AALRR Expenditure of \$25,000 or More

Section: III. Action Items

Item: C. Approval of AALRR Expenditure of \$25,000 or More

Purpose: Vote

Submitted by:

Related Material: III C AALRR Legal Services.pdf



Board Agenda Item #:	III C- Action Item	
Date:	August 9, 2018	
To:	Magnolia Board of Directors	
From:	Alfredo Rubalcava, CEO & Superintendent	
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities	
RE:	Motion to Approve the Expenditure of \$25,000 or More on Legal	
KE.	Services Provided by Atkinson, Andelson, Loya, Ruud & Romo	

Proposed Board Recommendation(s)

Staff requests and recommends that the Board of Directors (the "MPS Board") of Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") approve the expenditure of \$25,000 or more on legal services provided by Atkinson, Andelson, Loya, Ruud & Romo ("AALRR") and Hal Block and that AALRR be approved by the MPS Board as an approved vendor of MPS.

Background

According to MPS Board Policy, any contracts \$25,000 and over require MPS Board approval. Hal Block, who was formerly associated with Musick Peeler & Garrett LLP, a current approved legal vendor to MPS, moved his legal practice over to the law firm of AALRR. Mr. Block has provided legal counsel to MPS on various matters and in particular construction related matters arising from the construction projects financed by the MPS 2017 Bond.

While Mr. Block and AALRR's billings to date have not equaled or exceeded \$25,000, the threshold for MPS Board approval, Staff believes it is prudent to obtain such approval since Mr. Block's involvement, in particular with the MSA-San Diego project continues. Staff may also decide that Mr. Block and AALRR's expertise may be beneficial for future matters.

Budget & Budget Implications

None, insofar as AALRR's invoices will not be in addition to any other legal invoices MPS would otherwise receive for legal services. In some instances, Staff may deem it to be in MPS's best interests to engage the services of AALRR and Mr. Block in lieu of other law firms for matters that have already been budgeted. If the services go over \$25,000, the expenses will be paid from the MERF legal budget unless it can be paid from the bond proceeds.

Name of Staff Originator

Patrick Ontiveros, General Counsel & Director of Facilities

Exhibits: Engagement letter available upon request.

Cover Sheet

Presentation and Discussion of Magnolia Public Schools LACOE 2017-18 Oversight Reports (MSA 1-3)

Section: IV. Discussion Items

Item: A. Presentation and Discussion of Magnolia Public Schools LACOE

2017-18 Oversight Reports (MSA 1-3)

Purpose: Discuss

Submitted by:

Related Material: IV A LACOE Oversight Reports.pdf



Board Agenda Item #	IV A – Discussion Item	
Date:	August 9, 2018	
То:	Magnolia Board of Directors	
From:	Alfredo Rubalcava, CEO & Superintendent	
Staff Lead:	Principals of Magnolia Science Academy 1-3	
RE:	LACOE Oversight School Visits Overview	

Proposed Board Recommendation

Information Item

Background

LACOE Oversight reports were presented by Mr. Erdinc Acar, MPS Chief Academic Officer during the July 12, 2018 MPS Board Meeting. He presented an overview focused on the Academic program. Today, principals of MSA-1, MSA-2 and MSA-3 will present actions steps and plans to address the authorizer's concerns and feedback.

LACOE Oversight Visits Overview

Per the Education Code, charter authorizers need to conduct at least one annual oversight visit to their authorized schools. During an oversight visit authorizers meet with the school leadership, visit classrooms, conduct interviews with staff, parents, and students, check student and staff records, interview some staff (for segregation of duties, etc.), and review a list of documents that our schools provide in physical and electronic binders or folders. The Home Office supports the schools in preparation for the oversight visits through mock visits, document preparation and review, and attendance to the oversight visits.

All MPS schools have been visited by their respective authorizers. The following are the oversight visit details for 2017-18 for MPS schools authorized by LACOE:

	Authorizer	Visited?	Notes
MSA-1	LACOE	Yes	Facility visit conducted
MSA-2	LACOE	Yes	Facility visit conducted
MSA-3	LACOE	Yes	Facility visit conducted

Oversight Visit Reports

Authorizers typically provide the school with a report after their visit to delineate the school's areas of strength and areas for improvement as well as areas of compliance and non-compliance, if applicable. The school leadership and the Home Office review those reports very carefully for continuous improvement of our schools.

250 E. 1st Street Suite 1500, Los Angeles, CA 90012 | www.magnoliapublicschools.org

Budget Implications:

None

Attachments:

LACOE Instructional Program Review 2017-18 for:

Magnolia Science Academy-1 Magnolia Science Academy-2 Magnolia Science Academy-3 Governance Review MSA 1-3

Los Angeles County Office of Education Charter School Office Oversight Protocol

INSTRUCTIONAL PROGRAM REVIEW 2017-18

Charter School:	Magnolia Science Academy 1 (Grades 6-12)	
Date of Visit(s):	10/23/2017; 04/23/2018	
Enrollment:	Expected: 525	Actual: 541

This document provides a summary of observations and data collected through LACOE monitoring and oversight visit(s) focusing on the implementation of the academic program described in the school's charter and adherence to applicable laws. This form is adapted from the FCMAT Charter School Annual Oversight Checklist.

A. Educational Program

1. The charter school is following its curricular and instructional plan as presented in the approved charter petition.

Mission: Magnolia Public Schools (MPS) 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. MPS' vision is that graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society. The core curriculum is based upon the UC/CSU A-G course requirements, and includes multiple Advanced Placement courses, and a selection of electives that complement the STEAM focus of the school including Robotics, Computer Science, Programming, and Studio Art. The school will add sections of Robotics courses for each grade level during the 2018-19 school year. Students from MSA-1 participated in the recent MPS STEAM Expo held at the Long Beach Convention Center.

2. The charter school staffing is sufficient to carry out the educational program.

Credentialed instructors appropriately staff MSA- 1 at this time, and the school maintains a student to teacher ratio of 25 to 1 in each classroom. Beyond the regular teaching staff, MSA- 1 provides two academic Deans and one College/Career Counselor. Instruction for students with disabilities is provided in mainstream classroom settings by a staff of three Resource Specialists.

3. Students who are achieving significantly either below or significantly above grade level are receiving instruction that addresses their learning differences.

MSA- 1 teachers provide differentiated instructional experiences within the classroom for students. Students needing assistance have an opportunity to work with resource teachers during the day, or to receive assistance from their classroom teachers before or after school. In addition, the school offers Power classes in ELA and Math during the school day. Further, instruction is offered on Saturdays for students needing assistance. Online courses are offered for those needing credit recovery. Summer school will be offered in July 2018.

4. Parents of charter school high school students are informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.

The MPS Student/Parent Handbook outlines requirements for graduation from high school, and includes a matrix identifying UC/A-G transferable courses with semester/credit requirements. Every six weeks parents are mailed home a hard copy of their child's progress report. Teachers are able to make personal comments on each student that explain the student's progress beyond the letter grade.

5. The charter school is implementing a framework for instructional design that is aligned with the needs of the students identified as the target population in the approved charter petition.

MSA-1 operates in the San Fernando Valley as an alternative high-achieving school. MSA-1 has been successful in implementing a curriculum focused on college preparedness with access to advanced coursework in core disciplines. In addition, the school fields competitive teams in STEAM related activities, including robotics. MSA-1 is ranked #14 in California and was awarded a Gold Medal in 2017 by US News & World Report.

6. The charter school has sought WASC accreditation.

MSA- 1 is currently accredited through the Western Association of Schools and Colleges (WASC). In 2013, the high school received a six-year accreditation. As the school is now authorized by LACOE, MSA- 1 has been granted an initial accreditation of three years.

7. A cross-reference with budget indicates that there is sufficient funding to operate the program delineated in the charter petition as addressing the mission of the charter school.

As of April 2018, the school's is projecting positive net assets at the end of FY 2017-18.

Business Advisory Services analysis of the data provided for the Second Interim Report indicates that the Charter should be able to meet its financial obligations for this current year.

B. Services to Special Populations

1. The charter school follows a process to identify and reclassify students who are English learners (ELs).

Yes, MSA- 1 has established an EL Master Plan for the identification, instruction, reclassification and progress monitoring of English Learners.

C. Curricular Materials

1. The charter school uses state standards-based instructional materials.

MSA- 1 uses California standards-based instructional materials.

2. The charter school uses instructional materials that address the specific needs of special education students.

Students with IEPs utilize the same materials as general education students, with specialized academic instruction and assistance provided utilizing push-in and pull-out services.

3. The charter school uses instructional materials that address the specific needs of English learners.

Yes, MSA- 1 has established a program for the identification, instruction, reclassification and progress monitoring of English Learners, which includes primary and supplemental instructional materials, including McGraw Hill's Study Sync.

4. The charter school refrains from using faith-based instructional materials.

No faith-based instructional materials were observed during the fall or spring school visits.

D. Professional Development & Teacher Qualification

1. The charter school staff has received legally required trainings.

The school provided the CSO a detailed listing of all required trainings with completion dates for each staff member.

2. Charter school staff is provided with opportunities for professional development needed to carry out the instructional program.

All MSA-1 staff and faculty participate in weekly meetings scheduled on Tuesday afternoons. School leadership staff conduct Tuesday meetings, with topics including student achievement, discipline, counseling, and school safety. All teachers attend bi-weekly department and staff development meetings focused on the instructional program. Examples of training include the following: pedagogical strategies, differentiation, student achievement data and analysis; curriculum alignment, and WASC accreditation.

3. Students identified as eligible for special education and/or as English learners are receiving services from teachers holding the legally required credentials, certificates and/or authorizations.

MSA-1 administration submitted staff rosters to the LACOE Charter School Office during the fall and spring semesters. All teacher credentials are verified to ensure that appropriate staff members hold required English Learner and special education credentials and authorizations.

4. The charter school cross-references the master schedule with teacher credentials to ensure that core subjects are being taught by highly qualified teachers as defined by the federal No Child Left behind Act.

During both the first and second semester of 2017-18, staff credential lists were cross-checked with the master schedule to ensure that credentialed teachers are teaching core subjects.

5. The charter school has an ongoing professional development program to ensure that teaching and nonteaching staff maintain the skills required to perform their jobs.

In addition to holding ongoing training for staff and faculty (weekly, monthly), Magnolia Schools hosts several symposia for all teachers and administrators on a wide variety of subjects and best practices in the field of education.

6. The charter school participates in trainings made available through the sponsoring LEA.

MSA-1 administration attended LACOE required meetings this school year. In addition, the school has registered to participate in the next cohort for LACOE PBIS training.

E. Ongoing Assessment

1. The charter school participates in CAASPP testing as required for all K-12 schools in California.

MSA-1 participates in required CAASPP testing, as evidenced by the previous year's test scores and 2017-18 testing schedule.

2. A review CAASPP data indicates that the charter school is on target to meet renewal requirements as set forth in EC 47607.

A review of CAASPP scores for MSA-1 in ELA indicate improvement for All students, socioeconomically disadvantaged, Hispanic and Students with Disabilities. Declines were noted for White students and English Learners. In math, scores declined for English Learners and Students with Disabilities. All other student groups either maintained their achievement levels or increased scores.

3. The charter school has submitted its Annual Report to the LA County Board and School Accountability Report Card (SARC) containing the required elements.

MSA 1 has completed and submitted a SARC for 2017-2018, which is also on file with the California SBE website.

4. Student achievement data is regularly reported to parents and staff.

The school's website provides a login for parents so they have the ability to track their child's progress at school. Each staff member is issued an email address and phone number, and parents can access their contact information via the website. In addition, every six weeks parents are mailed home a hard copy of their child's progress report. Parent/teacher conferences are held one each semester. Teachers are able to make personal comments that explain the student's progress beyond the letter grade. Further, student achievement data is regularly discussed and evaluated during staff meetings, department chair meetings, grade level meetings, and through department staff development.

5. The charter school is implementing a plan for collecting, analyzing and reporting data on pupil achievement and using the data continually to monitor and improve its educational program.

The school has established an internal assessment system and data analysis protocol in order to report and monitor pupil achievement, need for intervention and toward instructional planning. For the 2018-2019 school year, MSA-1 will fully implement the use of the Illuminate platform.

- 6. Local Control Accountability Plan (LCAP):
 - a. Board Approval/Timeliness of Submission:

The 2017-18 LCAP was approved by the Magnolia Board on June 14, 2017.

b. 2016-17 LCAP Update

The LCAP Annual update addressed all prior year goals. Two subgroups needing close attention are English Learners, and Students with Special Needs. Based upon a review of the educational program and the examination of relevant data, the school has established goals and actions to address the specific needs of these students moving forward.

c. Required Metrics addressed based on type of charter and services offered

Annual goals and action steps based on the state priorities were delineated for all required student groups

d. Student Subgroups

Appropriate goals and action steps were established for all subgroups in alignment with State priorities.

Specific focus areas for the upcoming year include academic progress and intervention for Special Education Students and English Learners.

Increased Services will be provided in the areas of: increased outreach; ELD instructional strategies; teacher professional development around ELD instruction; and academic supports and remediation.

Summary

MSA-1 is following its instructional program as described within its charter; classroom observations show evidence of that implementation. The school uses standards-based materials with all students, including supplemental materials for students with special needs, English learners, and students needing intervention and/or remediation. The school plan for professional development includes mandated trainings and training in alignment with school achievement goals. MSA- 1 is fully enrolled, and the school is undergoing a renovation and expansion process to provide improved facilities and additional space for students. The school has established a system of internal benchmarking and processes for ongoing data analysis.

Recommendations

- MSA- 1 should consider the development of STEAM pathways for students, based upon established courses currently offered at the school. Possible pathways might include computer programming/software development, biotech, and robotics/mechanical engineering. Pathways would promote interdisciplinary planning, increased PBL opportunities and clearer connection to real world applications.
- 2. Increase the number of partnerships with university departments and companies that align with the pathways. This could provide valuable opportunities for students to connect with mentors, and increase their understanding of how STEAM concepts connect to global industry.
- 3. Continue to focus on improving the instructional program for special education students and English learners.
- 4. Begin to develop a plan for charter renewal that includes ongoing analysis of assessment results, progress on all measurable pupil outcomes, and any additional evidence that shows pupil academic progress and completion of charter commitments.

Report completed by LACOE Lead Reviewer:	Approved by LACOE Charter School Office Administrator:
Date report provided to the charter school:	Report provided to charter school via:
6/19/12	☐ US Postal Mail/Email ☐ Meeting ☐ Phone Conference

Charter School Office Oversight Protocol

INSTRUCTIONAL PROGRAM REVIEW 2017-18

Charter School:	Magnolia Science Academy 2 (Grades 6-12)	
Date of Visit(s):	10/23/2017; 04/23/2018	
Enrollment:	Expected: 473 Actual: 470	

This document provides a summary of observations and data collected through LACOE monitoring and oversight visit(s) focusing on the implementation of the academic program described in the school's charter and adherence to applicable laws. This form is adapted from the FCMAT Charter School Annual Oversight Checklist.

A. Educational Program

1. The charter school is following its curricular and instructional plan as presented in the approved charter petition.

MSA-2's mission is to provide a college preparatory educational program emphasizing STEAM in a safe environment that cultivates respect for self and others. Magnolia Public School's vision is that graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society. MSA-2 has received WASC accreditation through June 30, 2021. The core curriculum is based upon the UC/CSU A-G course requirements, and includes seven Advanced Placement courses, and a selection of electives that complement the STEAM focus of the school including Robotics, Computer Science, Programming, and Studio Art. The school will add sections of Robotics courses for each grade level during the 2018-19 school year. Students from MSA-2 participated in the recent MPS STEAM Expo held at the Long Beach Convention Center.

- 2. The charter school staffing is sufficient to carry out the educational program.
 - Credentialed instructors appropriately staff MSA-2 at this time, and the school maintains a student to teacher ratio of 25 to 1 in each classroom. Beyond the regular teaching staff, MSA-2 provides two Academic Deans and one College/Career Counselor. Instruction for students with disabilities are provided in mainstream classroom settings by a staff of three Resource Specialists.
- 3. Students who are achieving significantly either below or significantly above grade level are receiving instruction that addresses their learning differences.
 - MSA-2 teachers provide differentiated instructional experiences within the classroom for students. Students needing assistance, work with their classroom teachers before or after school. In addition, the school offers Power classes in ELA and Math during the school day. Further, instruction is offered on Saturdays for students needing assistance. Online courses are offered for those in need of credit recovery. Summer school will be offered in July 2018.
- 4. Parents of charter school high school students are informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.
 - The MPS Student/Parent Handbook outlines requirements for graduation from high school, and includes a matrix identifying UC/A-G transferable courses with semester/credit requirements.
- 5. The charter school is implementing a framework for instructional design that is aligned with the needs of the students identified as the target population in the approved charter petition.
 - MSA-2 operates in the San Fernando Valley as an alternative high-achieving school. MSA-2 has been successful in implementing a curriculum focused on college preparedness with access to advanced coursework in core disciplines. In addition, the school fields competitive teams in STEAM related activities, including robotics.
- 6. The charter school has sought WASC accreditation.
 - Magnolia Science Academy-2 is currently accredited through the Western Association of Schools and Colleges (WASC). Accreditation status is through June 30, 2021.
- 7. A cross-reference with budget indicates that there is sufficient funding to operate the program delineated in the charter petition as addressing the mission of the charter school.

As of April 2018, the school's is projecting a positive net assets at the end of FY 2017-18.

Business Advisory Service analysis of the data provided for the Second Interim Report indicates that the Charter should be able to meet its financial obligations for this current year.

Additional Concerns:

The Charter school CMO fee percentage is not aligned with the petition. The petition states 17% for FY 2017-18, and the CMO rate currently charged is 21%.

B. Services to Special Populations

1. The charter school follows a process to identify and reclassify students who are English learners (ELs). Yes, MSA-2 has established an EL Master Plan for the identification, instruction, reclassification and progress monitoring of English Learners.

C. Curricular Materials

1. The charter school uses state standards-based instructional materials.

MSA-2 uses California standards-based instructional materials.

2. The charter school uses instructional materials that address the specific needs of special education students.

Students with IEPs utilize the same materials as general education students, with specialized academic instruction and assistance provided utilizing push-in and pull-out services.

- 3. The charter school uses instructional materials that address the specific needs of English learners.
 - Yes, MSA-2 has established a program for the identification, instruction, reclassification and progress monitoring of English Learners, which includes primary and supplemental instructional materials, including McGraw Hill's Study Sync.
- 4. The charter school refrains from using faith-based instructional materials.

No faith-based instructional materials were observed during the fall or spring school visits.

D. Professional Development & Teacher Qualification

1. The charter school staff has received legally required trainings.

MSA-2 completed staff mandated training as follows: August 8 2017, Staff Training (Emergency Procedures, School Safety Procedures). August 31 2017, Staff Mandated Reporting Training Videos Due (Sexual Harassment Staff to Staff/CPR/Drug Free Workplace/Blood borne Pathogen Exposure prevention/Youth Suicide: Awareness and Prevention/Mandated Reporter Child Abuse and Neglect/Bullying Recognition & Response/Sexual Misconduct: Staff to Student).

2. Charter school staff is provided with opportunities for professional development needed to carry out the instructional program.

All MSA-2 staff and faculty participate in weekly meetings scheduled on Tuesday afternoons. School leadership staff conduct Tuesday meetings, with topics including student achievement, discipline, counseling, and school safety. All teachers attend bi-weekly department and staff development meetings focused on the instructional program. Examples of training include the following: pedagogical strategies, differentiation, student achievement data and analysis; curriculum alignment, and WASC accreditation.

3. Students identified as eligible for special education and/or as English learners are receiving services from teachers holding the legally required credentials, certificates and/or authorizations.

MSA-2 administration submitted staff rosters to the LACOE Charter School Office during the fall and spring semesters. All teacher credentials are verified to ensure that appropriate staff members hold required English learner and special education credentials and authorizations.

4. The charter school cross-references the master schedule with teacher credentials to ensure that core subjects are being taught by highly qualified teachers as defined by the federal No Child Left behind Act.

During both the first and second semester of 2017-18, staff credential lists were cross-checked with the master schedule to ensure that credentialed teachers are teaching core subjects.

5. The charter school has an ongoing professional development program to ensure that teaching and nonteaching staff maintain the skills required to perform their jobs.

All MSA-2 staff and faculty participate in weekly meetings scheduled on Tuesday afternoons. School leadership staff conduct Tuesday meetings, with topics including student achievement, discipline, counseling, and school safety. All teachers attend bi-weekly department and staff development meetings focused on the instructional program. Examples of training include the following: pedagogical strategies, differentiation, student achievement data and analysis; curriculum alignment, and WASC accreditation.

6. The charter school participates in trainings made available through the sponsoring LEA.

MSA-2 administration attended LACOE required meetings this school year. In addition, the school is currently in a cohort participating in LACOE PBIS training.

E. Ongoing Assessment

- 1. The charter school participates in CAASPP testing as required for all K-12 schools in California.

 MSA-2 participates in required CAASPP testing, as evidenced by the previous year's test scores and 2017-18 testing schedule.
- 2. A review CAASPP data indicates that the charter school is on target to meet renewal requirements as set forth in EC 47607.

A review of CAASPP scores for MSA-2 indicate improvement for All students in math with a slight decrease in scores overall for ELA.

3. The charter school has submitted its Annual Report to the LA County Board and School Accountability Report Card (SARC) containing the required elements.

MSA-2 has completed and submitted a SARC for 2017-2018, which is also on file with the California SBE website.

4. Student achievement data is regularly reported to parents and staff.

The school's website provides a login for parents so they have the ability to track their child's progress at school. Each staff member is issued an email address and phone number, and parents can access their contact information via the website. In addition, every six weeks parents are mailed home a hard copy of their child's progress report. Teachers are able to make personal comments that explain the student's progress beyond the letter grade. Further, student achievement data is regularly discussed and evaluated during staff meetings, department chair meetings, grade level meetings, and through department staff development.

5. The charter school is implementing a plan for collecting, analyzing and reporting data on pupil achievement and using the data continually to monitor and improve its educational program.

The school has established an internal assessment system and data analysis protocol in order to report and monitor pupil achievement, need for intervention and toward instructional planning. For the 2018-2019 school year, MSA-2 will fully implement the use of the Illuminate platform.

- 6. Local Control Accountability Plan (LCAP):
 - a. Board Approval/Timeliness of Submission:

The 2017-18 LCAP was approved by the Magnolia Board on June 14, 2017.

b. 2016-17 LCAP Update

The LCAP Annual update addressed all prior year goals. Two subgroups needing close attention are English Learners, and Students with Special Needs. Based upon a review of the educational program and the examination of relevant data, the school has established goals and actions to address the specific needs of these students moving forward. In addition, the school has plans to provide increased teacher training with the goal of improving math scores and classroom instruction.

Required Metrics addressed based on type of charter and services offered
 Annual goals and action steps based on the state priorities were delineated for all required student groups

d. Student Subgroups

Appropriate goals and action steps are established for all subgroups in alignment with State priorities.

Specific focus areas for the upcoming year include: Academic progress and intervention for Special Education Students and English Learners; training for teachers in order to improve mathematics instruction; improving school climate and student satisfaction.

Increased Services will be provided in the areas of: increased outreach to families; ELD instructional strategies, including the CHATS framework; teacher professional development around ELD instruction; academic supports and remediation; and social/emotional support for students.

Summary

The instructional program at MSA-2 aligns with the program described in the charter. Classroom walkthroughs show evidence of teacher implementation of professional development (EDI); and the school uses standards-based materials with all students, including supplemental materials for students with special needs, English learners, and students needing intervention. The school professional development calendar includes mandated trainings for staff and training for staff in alignment with achievement goals. School enrollment is within three students of their projected enrollment at this time. MSA-2 has implemented a system of internal benchmarks to evaluate student progress and plan for instruction.

Recommendations

- Continue to participate in PBIS training with your LACOE cohort with the goal of full implementation of a tiered system of support for students, and clear structures for all common areas and classrooms.
- 2. Work to align content area instruction with the STEAM activities and courses currently offered at the school. This might include interdisciplinary lesson planning, PBL, and the possibility of establishing outside partnerships with companies/ industries that model professional implementation of what students are learning.
- 3. Continue to focus on improving instruction and intervention for English learners and students with special needs.
- 4. Begin to develop a plan for charter renewal that includes ongoing analysis of assessment results, progress on all measurable pupil outcomes, and any additional evidence that shows pupil academic progress and completion of charter commitments.

Report completed by LACOE Lead Reviewer:	Approved by LACOE Charter School Office Administrator:
David Downing	Darryl J. Brown, Ed.D.
Date report provided to the charter school:	Report provided to charter school via: ☑ US Postal Mail/Email ☑ Meeting ☑ Phone Conference

Los Angeles County Office of Education Charter School Office Oversight Protocol

INSTRUCTIONAL PROGRAM REVIEW 2017-18

Charter School:	Magnolia Science Academy-3 (G	rades 6-12)
Date of Visit(s):	10/30/2017; 04/30/2018	And the second s
Enrollment:	Expected: 449	Actual: 460

This document provides a summary of observations and data collected through LACOE monitoring and oversight visit(s) focusing on the implementation of the academic program described in the school's charter and adherence to applicable laws. This form is adapted from the FCMAT Charter School Annual Oversight Checklist.

A. Educational Program

1. The charter school is following its curricular and instructional plan as presented in the approved charter petition.

Mission: Magnolia Public Schools (MPS) 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. MPS' vision is that graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society. The core curriculum is based upon the UC/CSU A-G course requirements, and includes multiple Advanced Placement courses, and a selection of electives that complement the STEAM focus of the school including Robotics, Computer Science, Programming, and Digital Art. The school will add sections of Robotics courses for each grade level during the 2018-19 school year. Students from MSA-3 participated in the recent MPS STEAM Expo held at the Long Beach Convention Center.

2. The charter school staffing is sufficient to carry out the educational program.

Credentialed instructors appropriately staff MSA-3 at this time, and the school maintains a student to teacher ratio of 25 to 1 in each classroom. Beyond the regular teaching staff, MSA- 3 provides three(3) Academic Deans and one College/Career counselor. Instruction for students with disabilities is provided in mainstream classroom settings by a staff of two Resource Specialists.

3. Students who are achieving significantly either below or significantly above grade level are receiving instruction that addresses their learning differences.

MSA-3 teachers provide differentiated instructional experiences within the classroom for students. Students needing assistance have an opportunity to work with resource teachers during the day, or to receive assistance from their classroom teachers before or after school. In addition, the school offers Power classes in ELA and Math during the school day for those needing specific intervention, along with a variety of academic electives for those achieving above grade level. Further, instruction is offered on Saturdays for students needing assistance. Summer School will be offered in July, 2018.

4. Parents of charter school high school students are informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.

The MPS Student/Parent Handbook outlines requirements for graduation from high school, and includes a matrix identifying UC/A-G transferable courses with semester/credit requirements. Every six weeks parents are mailed home a hard copy of their child's progress report. Teachers are able to make personal comments on each student that explain the student's progress beyond the letter grade. The school also holds college information nights, parent/teacher conferences each semester, and coffee with the administration.

5. The charter school is implementing a framework for instructional design that is aligned with the needs of the students identified as the target population in the approved charter petition.

Yes. MSA-3 operates as a classroom-based charter school serving grades 6–12 with a curriculum emphasis on science, technology, engineering, arts/athletics and math (STEAM). In addition to providing core instruction, teachers offer multiple STEAM-based elective courses for students.

6. The charter school has sought WASC accreditation.

Magnolia Science Academy 3 is currently accredited through the Western Association of Schools and Colleges (WASC) through 2021.

7. A cross-reference with budget indicates that there is sufficient funding to operate the program delineated in the charter petition as addressing the mission of the charter school.

As of April 2018, the school is projecting positive net assets at the end of FY 2017-18.

LACOE Business Advisory Services analysis of the data provided for the Second Interim Report indicates that the Charter should be able to meet its financial obligations for this current year.

Additional Concerns:

The Charter school CMO fee percentage is not aligned with the petition. The petition states 17% for FY 17-18, and the CMO rate currently charged is 19%. Magnolia staff indicate that there is no flat rate for service from MERF. The Board approved CMO fee structure calls for fluctuation based upon the number of students attending each particular school.

B. Services to Special Populations

1. The charter school follows a process to identify and reclassify students who are English learners (ELs). Yes, MSA-3 has established an EL Master Plan for the identification, instruction, reclassification and progress monitoring of English Learners.

C. Curricular Materials

The charter school uses state standards-based instructional materials.

MSA-3 uses California standards-based instructional materials.

2. The charter school uses instructional materials that address the specific needs of special education students.

Students with IEPs utilize the same materials as general education students, with specialized academic instruction and assistance provided utilizing push-in and pull-out services. In addition, MSA-3 has established a study/tutorial center where students receive specialized assistance through resource teachers.

3. The charter school uses instructional materials that address the specific needs of English learners.

Yes, MSA-3 has established a program for the identification, instruction, reclassification and progress monitoring of English Learners, which includes primary and supplemental instructional materials, including McGraw-Hill's Study Sync.

4. The charter school refrains from using faith-based instructional materials.

No faith-based instructional materials were observed during the fall or spring school visits.

D. Professional Development & Teacher Qualification

1. The charter school staff has received legally required trainings.

The school provided the CSO a detailed listing of all required trainings with completion dates for each staff member.

2. Charter school staff is provided with opportunities for professional development needed to carry out the instructional program.

MSA-3 Administrators have individual meetings for all Principals, Deans of Academics, and Deans of Students. The school holds weekly staff meetings each Monday. Teachers also meet with the administration weekly. All administrators conduct both formal and informal observations and provide follow-up feedback. MSA-3 has four additional professional development days scheduled throughout the school year. In addition, the school sends teachers to workshops and conferences both locally and out-of-state.

3. Students identified as eligible for special education and/or as English learners are receiving services from teachers holding the legally required credentials, certificates and/or authorizations.

MSA-3 administration submitted staff rosters to the LACOE Charter School Office during the fall and spring semesters. All teacher credentials were verified to ensure that appropriate staff members hold required English learner and special education credentials and authorizations.

4. The charter school cross-references the master schedule with teacher credentials to ensure that core subjects are being taught by highly qualified teachers as defined by the federal No Child Left behind Act.

During both the first and second semester of 2017-18, staff credential lists were cross-checked with the master schedule to ensure that credentialed teachers are teaching core subjects.

5. The charter school has an ongoing professional development program to ensure that teaching and nonteaching staff maintain the skills required to perform their jobs.

In addition to holding ongoing training for staff and faculty (weekly, monthly), Magnolia Schools hosts several symposia for all teachers and administrators on a wide variety of subjects and best practices in the field of education. Support staff are included in these trainings as well.

6. The charter school participates in trainings made available through the sponsoring LEA.

MSA-3 administration attended LACOE required meetings this school year.

E. Ongoing Assessment

1. The charter school participates in CAASPP testing as required for all K-12 schools in California.

MSA-3 participates in required CAASPP testing, as evidenced by the previous year's test scores and 2017-18 testing schedule.

2. A review CAASPP data indicates that the charter school is on target to meet renewal requirements as set forth in EC 47607.

A review of CAASPP scores for MSA-3 show that scores maintained for ALL Students in ELA. Declines in ELA were noted for Hispanics, English Learners, and Students with Disabilities. Math scores decreased for All students and in each subgroup.

3. The charter school has submitted its Annual Report to the LA County Board and School Accountability Report Card (SARC) containing the required elements.

MSA-3 has completed and submitted a SARC for 2017-2018, which is also on file with the California SBE website.

4. Student achievement data is regularly reported to parents and staff.

MSA-3 has established a system of interim benchmarks, using the NWEA platform. Staff regularly review data and plan instruction and interventions based on that data. In addition to receiving regularly scheduled grade reports, parents receive data reports through SSC and ELAC meetings, Coffee with the Principal, parent teacher conferences and home visits.

5. The charter school is implementing a plan for collecting, analyzing and reporting data on pupil achievement and using the data continually to monitor and improve its educational program.

The school has established an internal assessment system and data analysis protocol in order to report and monitor pupil achievement, need for intervention and toward instructional planning. For the 2018-2019 school year, MSA-3 will fully implement the use of the Illuminate platform.

- 6. Local Control Accountability Plan (LCAP):
 - a. Board Approval/Timeliness of Submission:

The 2017-18 LCAP was approved by the Magnolia Board on June 14, 2017.

b. 2016-17 LCAP Update

The LCAP annual update addressed all prior year goals. A review of the school's CAASPP assessment data shows a decline in the percentage of students meeting or exceeding standard in ELA and math. An achievement gap remains in ELA for English Learners, Students with Disabilities and Hispanic students. In math, declines were noted for all subgroups.

c. Required Metrics addressed based on type of charter and services offered

Annual goals and action steps based on the state priorities were delineated for all required student groups.

d. Student Subgroups

Focus areas for the upcoming year include increasing the percentage of those meeting or exceeding standard for all subgroups on the CAASPP. In addition, the school seeks to increase the number of students passing AP exams with a score of three (3) or above, and improve student graduation rates. Additional goal areas include teacher professional development around assessment, and a focus on student social-emotional intervention.

Summary

MSA-3 is following its instructional program as described within its charter; classroom observations show evidence of that implementation. The school uses standards-based materials with all students, including supplemental materials for students with special needs, English learners, and students needing intervention and/or remediation. The school plan for professional development includes mandated trainings and training in alignment with school achievement goals. The school has established a system of internal benchmarking and processes for ongoing data analysis.

Recommendations

- MSA-3 should consider the development of STEAM pathways for students, based upon established courses currently offered at the school. Possible pathways might include computer programming/software development; biotech; and robotics/mechanical engineering. Pathways would promote interdisciplinary planning, increased PBL opportunities and clearer connection to real world applications.
- 2. Increase the number of partnerships with university departments and companies that align with the pathways. This could provide valuable opportunities for students to connect with mentors, and increase their understanding of how STEAM concepts connect to global industry.
- 3. Continue to focus on improving the instructional program for special education students and English learners.
- 4. Begin to develop a plan for charter renewal that includes ongoing analysis of assessment results, progress on all measurable pupil outcomes, and any additional evidence that shows pupil academic progress and completion of charter commitments.

Report completed by LACOE Lead Reviewer:	Approved by LACOE Charter-School Office Administrator:
Date report proyided to the charter school:	Report provided to charter school via:
6/19/18	X US Postal Mail/Email X Meeting ☐ Phone Conference

Los Angeles County Office of Education Charter School Office Oversight Protocol

GOVERNANCE REVIEW 2017-2018

Charter School:	Magnolia Science Academy-1, 2, 3
Charter Term:	2017-2022

This document provides a summary of observations and data collected through LACOE monitoring and oversight visit(s), review of meeting agendas, Board documents, minutes, meeting audio recordings and other communications focusing on the Governance structure described in the school's charter and adherence to applicable laws. This form is adapted from the FCMAT Charter School Annual Oversight Checklist.

A. Organizational Management

- 1. The charter school is structured as:
 - a. Solely a charter school
 - b. A charter school with other associated entities (e.g., LLCs, foundations, management organizations)
 - c. If b, describe the structure

The three (3) schools are part of 10 charter schools associated with Magnolia Educational and Research Foundation, a California nonprofit public benefit corporation.

2. If the charter school is constituted as a nonprofit corporation, the corporate papers, including articles of incorporation, are available to the authorizer.

LACOE was provided with all relevant documents including articles of incorporation.

- 3. There is a list or roster of governing board members.
 - The current list identifies eight (8) board members. The organizational bylaws indicate that the number of directors shall be no less than three (3) and no more than eleven (11).
- 4. The governing board has a comprehensive plan to conduct an annual oversight of the academic program, which reflects the goals, and objectives of the Local Control Accountability Plan.
 - According to the charter petitions, one of the board's responsibilities is to assess the compliance and progress in achieving educational and other outcomes agreed to in the charter; and to review the strategic plan and progress. The board approved the local control accountability plan for MSA -1, 2 and 3 in June 2017. The Board maintains an Academic Committee which oversees instructional evaluation.
- 5. The governing board is equipped to execute its fiduciary responsibility with regard to the disbursement of public funds.
 - The Chief Financial Officer provides financial reports and updates periodically at board meetings. In reviewing documentation and audio recordings of meetings, it is evident that the board carefully monitors the finances of the school, and adjusts the budget and operations as necessary.
- 6. The governing board understands the annual budget and demonstrates knowledge of the charter school's short- and long-term financial outlook.
 - A review of audio recordings and meeting documentation indicates that the governing board understands the annual budget, including the short and long-term financial outlook of each school.
- 7. The organizational structure of the charter school clearly delineates and distinguishes between the responsibilities of its governing board and those of its management staff.

The governing board, charter organization, and school leadership exhibit clear boundaries and separation of responsibilities. No current board members exhibit conflicts as staff members or through financial interest.

B. Capacity/Composition

- 1. Some of the governing board members have previous governance experience.
 - Yes, some of the governing board members have previous governance experience.
- 2. The governing board is free of real or perceived conflicts of interest and has adopted a conflict of interest policy in accordance with **Government Code Section 1090**.

LACOE is in receipt of an approved conflict of interest policy and code. The current board appears to be free from any perceived or real conflict of interests.

3. The governing board represents strong diversity relevant to the community and the charter school population.

In recent months, the board added two (2) members that increase diversity and relevance to the school community. The new board members bring experience in the medical field, local government and civil construction and have provided additional expertise and diversity to the Magnolia Board.

4. The governing board members have expertise in key fields such as finance, legal, real estate, fundraising and education.

Current board members bring expertise in the legal field, finance, higher education, engineering, local government, medicine, and civil construction.

C. Structure

1. The composition of the governing board is consistent with the approved charter.

Yes.

2. The governing board has governed in such a manner that there has been no cause for the authorizer to believe that the board either has too few or too many members to support effective governance.

Yes, the board has given evidence that they are able to govern effectively and could continue to do so in their current form.

- 3. The governing board has bylaws that are comprehensive and that include a reasonable term limit.

 Yes, the governing board bylaws are comprehensive and have an existing term limit of five years.
- 4. The governing board appears to fully understand the bylaws and their implications. *Yes.*
- 5. The governing board has identified officers.

The current board recognizes a president, secretary, and treasurer.

6. There are written job descriptions for board officers that clearly describe the roles and responsibilities of each.

The organization bylaws outline specific duties and responsibilities for a chairman of the board, President, vice presidents, secretary, and treasurer.

7. The bylaws delineate committees and provide detailed job descriptions for these committees.

The bylaws discuss the creation of and powers given to board committees. The bylaws also include language about meetings and the actions of committees; however, there are no specific job descriptions provided for committees.

D. Clarity

1. The governing board actively discusses which elements of key decision are governance vs. management.

A review of audio recordings demonstrate a clear delineation between governance and management.

The board has not attempted solving school management issues on its own.

2. The charter school leadership team demonstrates a strong understanding of their role related to effective governance.

Yes, the board and school leadership regularly report to the board and work together collaboratively toward positive change at the schools.

3. The governing board members understand their role in developing, supporting and evaluating the charter school leader.

Yes, the board has demonstrated an understanding of this rule and its effective execution.

4. There is a strong working relationship among the charter school leader, board chair and full board.

Governance Review 2017-18

Yes, review of board documents and audio recordings indicate a collaborative relationship exists between the charter leader, the board chair, and the full board.

E. Meetings

1. The governing board conducts public meetings as frequently as is needed to ensure that it addresses the business required to provide sufficient direction to the charter school, and its meetings comply with the requirements of the Brown Act.

The board meets on a monthly basis. Committees of the board meet during the other weeks of the month, with special board meetings held as needed. All meetings comply with the requirements of the Brown Act.

- 2. The governing board complies with the following:
 - a. Regularly scheduled meetings with appropriate public notice
 - b. Brown Act training and meeting compliance
 - c. Availability of meeting minutes

All board meetings are compliant with the Brown Act. Board members participate in Brown Act training, and meeting agendas are posted and available on the school and organization websites.

- 3. The governing board has resolutions and board-adopted policies related to the following:
 - a. Conflict of interest
 - b. Handbooks: parent, student, employee
 - c. Student and employee discipline and due process
 - d. Parent complaint resolution and due process
 - e. Internal controls policies and related forms and systems
 - f. Bank signature authorizations
 - g. Harassment: student, staff
 - h. Safety plan
 - i. Immunization records
 - j. Family Educational Rights and Privacy Act (FERPA): Policy and notices
 - k. Section 504 compliance
 - I. Allowable purchases and purchasing authority

Yes, the board has adopted policies related to all of the above concerns.

4. Material revisions to the charter have been approved by the governing board.

The school did not submit any material revisions for the current school year.

F. Parent and Staff Involvement

1. There is a process in place that ensures that parents, teachers and staff may provide input regarding the effectiveness of the charter school.

In addition to holding regular parent and staff meetings, parents have regular email and phone access to teachers and administrators. Review of audio recordings indicates that the board interacts with parents and staff members and teachers during their public meetings.

Summary:

The current board consists of eight members and is consistent with the approved bylaws. All regular meetings, special meetings, and committee meetings are compliant with the Brown Act. A review of audio recordings, school and board documents, and site visits indicate that parent and stakeholder involvement exists. One notice of concern was sent regarding staffing and credentials. The matter was quickly resolved. There have been no notices of violation or documented board complaints. The board has demonstrated effective governance and the ability to take action in alignment with the school's mission and vision.

Governance Review 2017-18

Recommendations:

- 1. Board members should continue to participate in annual Brown Act training.
- 2. Board members should all receive training in the procedures for student expulsion, including due process rights for students.
- 3. It is recommended that the Board establish a system for dialog and discussion that provides for effective time management and minimizes interruption.

Report completed by LACOE Lead Reviewer:	Approved by LACOE Charter School Office Administrator:
David Downing	Darryl J. Brown, Ed.D.
Date report provided to the charter school:	Report provided to charter school via: ☑ US Postal Mail/Email ☑ Meeting ☑ Phone Conference

Cover Sheet

Facility Updates

Section: IV. Discussion Items Item: B. Facility Updates

Purpose: Discuss

Submitted by:

Related Material: IV B Facilities Update.pdf



Board Agenda Item #:	IV.B.	
Date:	August 8, 2018	
То:	Magnolia Board of Directors Facility Committee	
From:	Alfredo Rubalcava, CEO & Superintendent	
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities	
RE:	FACILITIES UPDATES REVISED	

Background

No action recommended. Information only.

SCHOOL	UPDATES	NEXT STEPS
MSA-1	Lease for Temp Site @ The Bridge Bible Fellowship (18644 Sherman Way) was signed. LACOE did site visit and wanted confirmation that the old zoning and certificate of occupancy apply to the current proposed usage	 No contractual next steps; operations and logistics to be coordinated by MSA-1 LA City <u>PROVIDED</u> a zoning determination letter confirming that MSA1 can use the premises; Church or MSA-1 to make minor corrections to satisfy LACOE
	New High School Building Construction Update: See attached PowerPoint presentation prepared by PrimeSource; project is on schedule and on budget; no red flags	New High School Building Construction Update: Continue with construction activities
	Financing—Charter School Facility Incentive Grant ("CSFIG") The California School Finance Authority ("CSFA") has granted our request to restored amounts previously forfeited – this amounts to approximately \$150,000	



SCHOOL	UPDATES	NEXT STEPS
MSA-2	 Campus Improvements: Still waiting for draft of development agreement for improvements to campus; was told by LAUSD rep within last two weeks that it should be forthcoming by early August and should be approved at September LAUSD board meeting MSA2 would like to install cameras in the classrooms but based on LACOE feedback we are investigating whether it is not inconsistent with LAUSD policy 	Campus Improvements: RFPs for design team and CM were delayed but will begin anew Confirm LAUSD's policy regarding cameras in classroom
	Prop 39 Energy Efficiency Grant: Bids were received for lighting and HVAC upgrades	Prop 39 Energy Efficiency Grant: Follow up with LAUSD to make improvements and review and accept bids and schedule work
MSA-3	Prop 39 offer accepted subject to final Prop 39 negotiations and final FUA	FUA signed; matter closed
MSA-4	MSA-4 is signing shared use agreement "as is" with 2 less classrooms but substitution of 2 classrooms closer to Citizens of the World for the 2 classrooms the LASUD Prop 39 office tried to remove.	MPS staff will continue to work with district 4 and other co-located tenants to secure additional classroom space
MSA-5	Prop 39 offer accepted subject to final Prop 39 negotiations and final FUA	FUA signed; matter closed
MSA-6	No updates	
MSA-7	Capital Improvements—bids have been received for each scope of work; the bidders will incorporate their pricing into a formal RFP response: Replace flooring Restroom Improvements Play Surface Replacement	Capital Improvements: Issue RFP for additional capital improvements
	Prop 39 Energy Grant: Contractors walked the site to bid on lighting, solar and HVAC upgrade work	Prop 39 Energy Grant: Bids have been received. Staff is reviewing bids with its Prop 39 consultants to select contractors



SCHOOL	UPDATES	NEXT STEPS
MSA-8	No updates	
MSA-SAN DIEGO	 Silver Creek did not finish punch-list work as of 8/3 and has broken multiple commitments to do so. We will give them notice that they have 7 days to complete. Otherwise, we will engage another contractor to complete it and then back-charge Silver Creek. NexGen finished certain punch-list work but it was not satisfactory to the IOR. NexGen may not be willing to return to complete the punchlist items. NexGen has provided back up documentation to Hal Block and Hal has confirmed that the back-up substantiates the billings except for the fact that Hal uncovered fact that NexGen charged MPS for subcontractor bonds that they never actually obtained. Additional Campus Improvements – MSA San Diego would like to add cabinets to classrooms, a permanent lunch shelter immediately adjacent to MPR, and install synthetic turf in the dirt playground 	Follow up with close-out activities: SILVER CREEK: Because Silver Creek did not meet its commitments to close out their punch-list items, we have lost confidence in their willingness and ability to complete the work. We are giving them 7 day notice to complete. Otherwise we will engage a new contractor to complete Silver Creek and punch list items NEXGEN: NexGen will be required to finish up punchlist work or else a separate contractor will be used to complete its work and NexGen will be back-charged. Hal Block and C-Team to strategize about how to handle NexGen back up documentation matter. Additional Campus Improvements: Patrick to find out if the desired improvements can be financed with savings from the construction project and if it can be started before official DSA close-out Patrick to find out if the utilities will pay for a solar shade structure
	Prop 39 Energy Grant: Consultants walked site to come up with energy saving improvements.	Prop 39 Energy Grant: Consultants will provide list of recommended improvements; report in process
MSA-SANTA ANA	Detailed report from Gafcon provided as an Exhibit to this update. Project is nearly finished. Flooring and punch-list items are outstanding.	Complete project and close out.



SCHOOL	UPDATES	NEXT STEPS
	Mold investigation: 2 nd mold investigation was completed. Water damage and heightened levels of mold were detected in some classrooms, the classrooms with high levels of mold will be remediated, the balance of the classrooms with water damage or possible mold will be cleaned and the air purified and remediated at a later date. Hygienist agreed that this was a reasonable strategy.	Complete remediation work before school starts.



Exhibit A PRIMESOURCE REPORT



MSA-1 New High School Project August 2018 Update



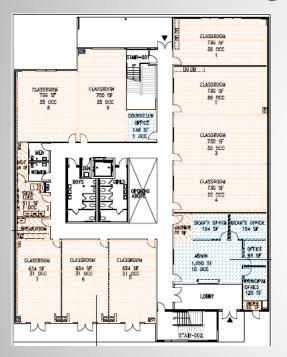


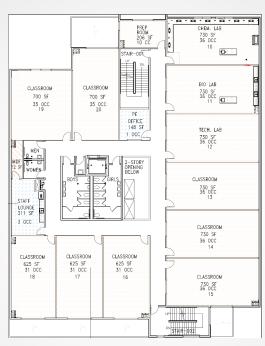
MSA-1 New High School Project Scope of Work

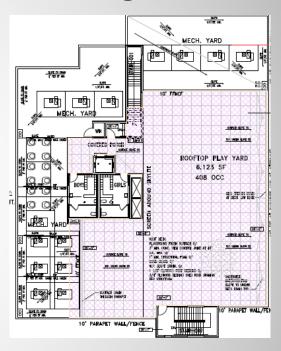
- New High School Classroom Building
- Existing Middle School Classroom Building
- Shade Shelter
- Master Planning
- Site Development

Overview:

MSA-1 New High School Project New High School Classroom Building







New building has twenty classrooms, plus admin space, plus rooftop basketball court. New building will hold high school, existing building will hold middle school.

MSA-1 New High School Project New High School Classroom Building Contract Status

- Contract documents are finalized
- Staff/Oltmans jointly developing breakout contract for long lead items to be eligible for CSFIG funding – confirmed compliant with State requirements

There are no contract issues at this time.

MSA-1 New High School Project New High School Classroom Building Administration

- Subcontractor and supplier buyout complete
- Contractor contingency has increased by \$100k
- Subcontracts being written all early packages done – finishes packages remaining
- Cost reporting system and control systems defined and loaded – first pay application in July
- Pending changes approx. \$170k, half planned, half new – well within budgeted amount – first change order to Board in August

There are no administrative issues at this time.

MSA-1 New High School Project New High School Classroom Building Design

- Technical submittal process continues all early packages and structural packages approved – turnaround times remain good
- Requests for Information 46 submitted/6 outstanding – turnaround times good
- Revising rooftop assembly based on independent consultant review

There are no design issues at this time.

MSA-1 New High School Project New High School Classroom Building Permits & Inspection

- Building Permits
 - all current building permits pulled (excavation, building, engineering, electrical, mechanical)
 - deferred approvals/permits outstanding for fire sprinklers and alarms (normal and in process) – to be submitted in August
- Inspection
 - All City required inspections current and passed
 - Geotechnologies (soils) and Leighton (structure) both activated and on site
 - Overall QA/QC plan being developed
 - All required inspections to date current and passed
 - All inspectors and contractor collaborating well

There are no permit or inspection issues at this time.

MSA-1 New High School Project New High School Classroom Building Construction

- Oltmans general conditions fully mobilized
- Mass excavation and recompaction first major construction activity – supports the building – done.
- Underground utilities electrical, civil and plumbing that goes under footings – done.
- Concrete first concrete in , foundation concrete complete over next two months

There are no construction issues at this time.

Mass excavation is complete...



The top 4 feet of soil was removed and re-compacted... work inspected and complete

Underground utilities are in...



No surprises – electrical, plumbing and civil in – fire waiting for final design and DWP approval (normal)

Footings have begun...



MSA-1 New High School Project New High School Classroom Building Schedule

Contract Schedule – 330 days from full NTP

- Detailed CPM schedule submitted and in compliance
- Schedule is not overly aggressive or overly conservative, looks practical
- Advanced buy-out of materials and equipment underway to protect price and schedule
- All work elements on time.

There are no schedule issues at this time.

MSA-1 New High School Project New High School Classroom Building Budget and Cost

Contract awarded with GMAX of \$7,392,479

- Majority of subcontractors now under fixed price contracts.
- Risk completing buyout/contracting of subcontractors and suppliers within estimate – well underway and under budget, largest packages are done, risk is shrinking
- Risk –materials escalation –majority of materials now under fixed price contracts and price locked; therefore, risk mitigated
- Changes short list of pending changes, some anticipated in buyout, all well within contingency
- Shifting Oltmans cost elements to maximize CSFIG cost recovery will be higher CSFIG revenue than anticipated in approved budget

There are no budget or cost issues at this time.

MSA-1 New High School Project New High School Classroom Building PROJECT SUMMARY

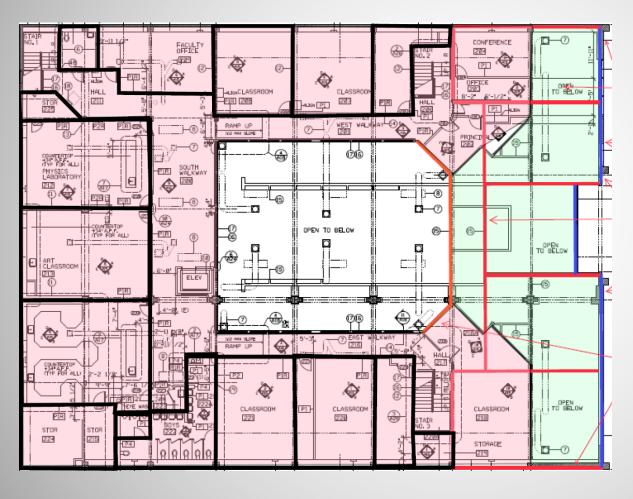
Oltmans is well underway.

Everything remains on track.

Work on site is ramping up fast.

There are no significant issues.

MSA-1 New High School Project Existing Middle School Classroom Building SCOPE



- Seismic Upgrades floor and roof connections to walls
- Expand 2nd floor gain
 4 classrooms, improve
 circulation
- Prop 39 Improvements
 LED lighting, modern
 HVAC
- General Renovation facelift

Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday August 9, 2018 at 6:00 PM MSA-1 New High School Project **Existing Middle School Classroom Building SEISMIC ISSUES**

Structural design team underway

- Structural Investigation complete
- Design progressing will be done in August
- When design completed, will do procurement strategy

There are no surprises, work is on track.



MSA-1 New High School Project Existing Middle School Classroom Building SEISMIC ISSUES

Third round of seismic investigation completed. Proposed 2nd floor expansion/seismic renovation remains practical and cost-effective

- Will complete structural design summer 2018
- Permit process then bidding and award fall 2018/winter 2019
- May be able to begin seismic retrofits while building occupied less disruptive than alternatives
- May have to defer Sherman Way side of building until new HS building complete, and able to vacate Sherman Way side of MS building – Spring 2019

We are pushing forward with seismic renovation ASAP. There have been no surprises in the third round of investigation.

MSA-1 New High School Project Shade Shelter





Initial goal – Solar shade structure to cover outdoor dining area only and provide power to MS Building

Now – much larger, outdoor dining and basketball court

Solar option dropped for now because not cost effective or feasible; will review other alternatives/sources Alternatively, will explore non-solar option depending on funding

MSA-1 New High School Project Solar Shade Shelter

Original concept was for energy savings to cover cost of structure and shade shelter to self-finance

- Project is technically feasible, but not economically feasible
- Cummings contract was terminated
- Now exploring non-solar alternatives will wait to work with City project
- Will continue to see if solar options are available as utilities have solar installation programs that may be usable.

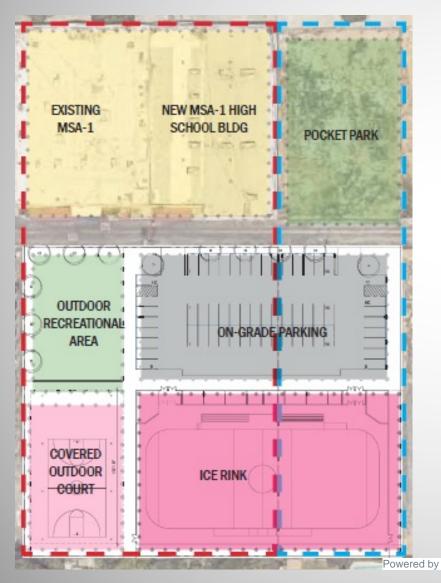
Project is not viable economically – have to explore alternate methods of providing outdoor covered space.

MSA-1 New High School Project Existing Middle School Classroom Building Mechanical and Electrical Renovation

- Current HVAC system failing and cannot be replaced in kind (wrong equipment, bad installation, illegal refrigerant)
- Mechanical engineer on board and proceeding with HVAC replacement design – preliminary mechanical design done, now electrical/structural
- Goal to have D/B procurement package ASAP
- Goal to make package CSGIG and Prop 39 eligible

We are pushing forward with this work as quickly as possible. System is barely supporting school right now. This is urgent work!

MSA-1 New High School Project Master Planning



- Initial goal to support zone change
- Current goal –
 zone change
 and Ice Rink
 partnership

MSA-1 New High School Project Master Planning

- MSA needs outdoor dining, recreation and parking fits on site, but tight, little room for future gymnasium
- Ice Rink does not fit on City parcels City needs more space for support spaces (lockers)
- Sharing parcels allows combined parking, shared support space, maybe gymnasium, and leaves more space for outdoor recreation – both sides benefit
- Initial meeting with City very positive. Cannot do substantive discussion until land transfer completed this summer.

City officially adopted project – now we can negotiate in earnest. Nothing will happen until September...

MSA-1 New High School Project Site Development

- Placeholder site development plan was permitted and included in Oltmans scope
- Oltmans scope will be modified based on Master Planning + City negotiations
 - could be pulled if Ice Rink progresses
 - If no Ice Rink, will require minimal refinement
- Now putting solar on hold allow more flexibility in Ice Rink negotiations
- Final decision not required until 2019, leaves room to fully explore Ice Rink potential.

No change. We have the time and flexibility to work this deal.

MSA-1 New High School Project Overall Budget

- New High School Building Adopted Budget \$11,355,997
 - Budget adequate, no changes since adoption
 - Buyout proceeding, no issues, on budget
 - Small changes to date will come from contingency
 - Value Engineering almost done, has increased contingency
 - Forecast remains to meet budget
 - Attempting to recover additional CSFIG funds, reduces interschool loan size
- Prop 39 projects Placeholder Budget \$250,000
 - Must keep scope within budget
 - Materials costs increasing rapidly
 - Prioritize HVAC over lighting to ensure adequate funds
- Existing Building Placeholder Budget \$700,000
 - Must complete seismic investigation to define scope
 - Seismic scope will drive budget
 - Available funds inadequate, cannot do estimate without design concept
- Solar Shade Shelter Placeholder Budget \$-0-
 - On hold, looking for alternative plan

No change – project remains on approved budget all areas.



Exhibit B

GAFCON REPORT



Magnolia Science Academy Santa Ana Gymnasium Project





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 - 4.1.1 Contingency Draw Downs Approved
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 - 4.1.3 Potential Contingency Draw Downs

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- 5.2 Project Progress Photos Modification to Site Drainage, June 26, 2018

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- 6.1 MSA-Gymnasium Project Detailed Look Ahead Schedule
- 6.2 Submittal Log, Dated June 29, 2018
- 6.3 Request for Information (RFI's) Log, Dated June 29, 2018
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- 6.5 Meeting Minutes
 - 6.5.1 Number 22
 - 6.5.2 Number 23

1.0 EXECUTIVE SUMMARY REPORT

1.1 **Project Summary**

- 1.1.1 Project is approximately 68% complete.
- 1.1.2 Erection of structural steel is complete
- 1.1.3 Placement of roofing is complete.
- 1.1.4 Installation of fire sprinkler in progress
- 1.1.5 Project construction meetings #22 and #23 have been conducted during the past month (refer to attached meeting minutes)
- 1.1.6 Process of project Submittals and RFI's is on-going (refer to attached Logs)
- 1.1.7 Contractor's payment application #07 has been reviewed and approved.

1.2 Project Highlights/Key Milestones

- 1.2.1 Orange County Health Department has approved Servery.
- 1.2.2 Installment of structural steel has been completed.
- 1.2.3 Erection of structural steel for exterior canopy has been completed.
- 1.2.4 Placement of metal roof deck completed.

1.3 Look Ahead (next 45 days)

- 1.3.1 Completion of drywall work.
- 1.3.2 Completion of the exterior canopy radius.
- 1.3.3 Installation of playground equipment.
- 1.3.4 Placing and installation of HVAC roof units.
- 1.3.5 Completion of electrical rough-n work.

1.4 Safety Report

- 1.4.1 No safety incidents reported.
- 1.4.2 Contractor is conducting weekly project safety meetings with sub-contractors.

1.5 Community and Campus Concerns

1.5.1 No issues reported.

2.0 PROJECT SCHEDULE UPDATE

2.1 Schedule Milestones

- 2.1.1 Project construction completion date is August 15, 2018.
- 2.1.2 Setting of the ceramic tile has been completed in restrooms and locker rooms.
- 2.1.3 Installation of playground equipment
- 2.1.4 Installation and electrical wiring of HVAC units
- 2.1.5 Installation of the drinking fountains

2.2 Upcoming Construction Activities

- 2.2.1 Priming and painting
- 2.2.2 Installation of exterior curtain wall
- 2.2.3 Testing of fire alarm
- 2.2.4 Punch list walk
- 2.2.5 Remove construction trailers from site

2.3 Construction Impacts to the General Campus and Local Community

- 2.3.1 Weekly meetings are being held with the school to keep them informed of construction activities and as well as not impacting school functions.
- 2.3.2 No impacts to school activities are anticipated during the next 30 days.
- 2.3.3 No concerns noted from the Local Community.

3.0 PROJECT DOCUMENTATION

3.1 **Submittals**

- 3.1.1 As of June 30, 2018, A total of 115 submittal packages have been issued by the contractor.
- 3.1.2 The Architect has approved 115 submittal packages.
- 3.1.3 There are no open submittals.

3.2 RFI's

- 3.2.1 As of June 30, 2018, 143 RFI's have been issued by the contractor.
- 3.2.2 3 remain open with none of those being critical to the progress of the project

3.3 Architectural Supplemental Instructions

3.3.1 None pending.



4.0 **FINANCIAL REPORT**

4.1	Contingency	Draw Downs (refer to attached log dated June 30, 2018)	
	4.1.1	Contingency Draw Downs - Approved	
		1) COR #02 Provide Power to Fire Alarm System	\$ 3,440.25
		2) COR #03 Provide Power to Water Heater	\$ 1,096.33
		2) COR #04 Deleting Windows at East Gym Wall - Credit	\$ (110,040.00)
		3) COR #05 Deleting of Anti-Graffiti, Carpet, Revising Concrete	
		Floor Finish, Lockers - Credit	\$ (30,068.00)
		4) COR #06 Furnish & Install Rubberized Gym Flooring	\$ 109,383.00
		5) COR #07 Provide Plaster Finish at Column in Servery	\$ 3,820.00
		6) COR #08 Install Sheet Metal Flashing at Curtain & Parapet Walls	\$ 3,616.00
		7) COR #09 Provide Power &Thermostat to Control EF-21	\$ 319.19
		8) COR #10 Provide Electrical Upgrade to HP-1	\$ 351.00
		9) COR #11R Provide Power & Switch to Basketball Back Boards	\$ 16,531.00
	4.1.2	Submitted Contingency Draw Downs - In Review	
		1) COR #12 Orange County Health Department	\$ 17,549.00
		2) COR #13 Continuous Plate at Metal Decking	\$ 4,179.00
		3) COR #14 Intrusion Door Hardware at the Main Door	\$ 10,647.00
		4) COR #15 Skirting of HVAC Equipment on Roof	\$ 4,179.00
		5) COR #16 Modification to Fire Sprinkler Riser	\$ 4,606.00
		Remaining Project Contingency Balance – as June 20, 2018	\$ 84,713.12
	4.1.3	Potential Contingency Draw Downs – Not Yet Submitted	
		1) Adding of Security Conduit	\$ 2,200.00
		2) UV Stabilization Sealer at Playground	\$ 2,700.00
		3) Modifications to Site Drainage	\$ 28,000.00
		Potential COR's Not Yet Submitted	\$ 32,900.00
		Remaining Project Contingency Balance – as June 30, 2018	\$ 48,813.12

(includes COR's approved, in review and forecasted)

5.0 PROGRESS PHOTOS – MAY 2018

5.1 Project Progress Photo – Week of June 18, 2018





Photo #01



Photo #02



Photo #03 Photo #04





Photo #05 Photo #06





Photo #07 Photo #08







Photo #09

Photo #10







Photo #11

Photo #13

Photo #14



5.2 Modification to Site Drainage Project Progress Photo – June 26, 2018



Photo #01



Photo #03



Photo #04



Photo #02



Photo #05



6.0 **EXHIBITS – MAY 2018**

- 6.1 MSA-Gymnasium Project Detailed Look Ahead Schedule
- 6.2 Submittal Log, dated June 29, 2018
- 6.3 Request for Information (RFI's) Log, Dated June 29, 2018
- 6.4 Contingency Draw Down Report, Dated June 30, 2018
- 6.5 Meeting Minutes
 - 6.6.1 Number #22
 - 6.6.2 Number #23

Exhibit 6.1

R.C.CONSTRUCTION LOOK AHEAD SCHEDULE

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MAGNOLIA

OBLIC SCHOOLS afcon, Inc.

Sat 6:00 PM Submittal Log

Exhibit 6.2

	/T07/07/7T						09 9623-01 - Graffiti Resistant Coations
Diagnostic Contractor Safety (Manual)	12/08/2017	01/02/2018	0	ecit	12/08/2017	00 15 60	
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10 4413-01 - Fire Protection Cabinets

10 2800-02 - Toilet Accessories (sample)

09 9623-01 - Graffiti Resistant Coatings 10 0000-02r1 - Specialties (Basketball)

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11/29/2017	12/01/2017	0	H	11/29/2017	22 10 05	32 1005-01 Plumbing Piping
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04/26/2018

05 12 00 05 12 00 05 30 00 05 40 00 07 51 13 07 62 00 07 9200 08 14 16 08 44 13 08 44 13

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08 7100-02 - Door Hardware (Storefront)

08 7100-01 - Door Hardware

08 4413-03 - Glazed Alum Curtain Walls (color chart)

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06/19/2018				06/07/20190	22 30 00	22 3000-01 - Plumbing Equipment
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12/07/2017	12/06/2017 12/12/2017	12/18/2017		11/30/2017 12/06/2017	26 00 10	26 0000-02 - Low-Volt Trans, Switchbirds, Panelbrds	
1 0	12/07/2017			11/29/2017 12/07/2017	26 00 10	26 0000-01 = General Electrical	

	32 8400-01 - Landscape & Irrigation Sys	26 0000-04 - Interior & Exterior Lighting	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	23 0000 01 - HVAC System	23 0000 01 HVMC System 23 0000 01 HVMC System	11 2000-01 - Playground Play Equip (Per Plan)	The state of the s	11 2000 01 Playdround Play Equin (Per Plan)	Subject 10-01-20	10 ADIO OF CITES SOILES	TO 2000 OI TAILST ASSESSED.	10 0000 OT Securities designed	09 6513-01 - Rection F Wall Base - Carnet	09 2216 3.01 - Motal Stud Grand Non-State (mail	OB 8000-01 = Glazino
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Exhibit 6.3

	01/23/2018	District District Constitution	GYM-032	
	12/21/2017	WALL TYPE BB 2X4 WOOD	GYM-056	Ma
	(T021)	CONTROLJOINTS	GTM-023	agr
	12/21/2017	Omit detail 3/53/01	CLU MAD	noli
	12/19/2017		C20-M25	ia
	12/18/2017	WINDOW CONFORMATION	GYM-021	Pul
	12/07/2017	OVERRIDE SWITCH	GYM-020	olic
	12/13/2017	E0.11 Note #17 vs #18	GYM-013R1	Sc
	12/13/2017	Note FC-2	GYM-019	hoo
		Vent for Sink/Floor Drain	GYM-018	ols
	12/08/201/	Wall Din in room 8 Storage	GYM-017	- Re
	ייים שלו רו	Finsh Floor Elevation	910-MAS	egu
	12/11/2017	Camera Locations	GYM-015	ular
P	17/05/2017	Electrical Room Layout	GYM-014	Bo
	12/06/2017	E0.11 Note #17 vs #18	OTW-ULS	paro
ere	12/12/2017	rootings/conduit Conflict		d M
d h	12/12/2017		C LU-WAS	lee
ov l	12/11/2017	Conduits in CMII	010-MA9	etin
Box	12/05/2017	Conduit under SOG	010-MA5	g -
ard	**************************************	Location for 1" PA	600°WA9	Aç
On	דומר באור ד	Dimension for Fire Riser/Electric Rooms	800-MA5	gen
Tra	11/30/2017	Color Comfirmation	GYM-007	da
nck	11/30/2017	CMU courses to finish floor		-
	12/04/2017	ype "Fito" Hixtures		hur
	12/04/2017	LIGA ZI SCREDUIE		rsda
	12/04/2017	1003 & GGT 111		ay /
	11/30/2017	G-AZ-II vess Elevation		Aug
	11/30/2017	Accordance Ties		Jus
	Due Date	Auto CAD Deswins files	100-WAS	t 9, 20
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GYM-028

GYM-031

GYM-035

Different Quantities and Lighting Types Lighting in Fire Sprinkler Room

Circuit for FC-2

Control for the Exhaust Fan in Electrical Room

GYM-034

Fire Alarm Power Supply

Dimensions between Office & Servery Plumbing Pipes in CMU Walls WALL TYPE BB 2X4 WOOD CONTROL JOINTS Omit detail 3/53.01 WINDOW CONFORMATION OVERRIDE SWITCH E0 11 Note #17 vs #18

01/23/2018

12/19/2017

12/29/2017

12/29/2017 12/27/2017 12/27/2017 2" Conduit in Standard Boxes

GYM-026

GYM-032 GYM-056

MAGNOLIA OBLIC SCHOOLS	
MAGNOLIA MAGNOLIA	afron Inc
MAGNOLIA	UBLIC SCHOOLS
3	MAGNOLIA
	3

PT07/80/50	TC Bolts for Structural Boiting	01141-009	
0.702.001.0	No Exit Sign / RFI #63	030 MAS	
0.000	RECORD I TO USE SHORT SLOTS FOR BEAM TO CMU WALL	VZU-MAS	
02/22/2018	DEDITOR OF THE OTHER PROPERTY OTHER PROPERTY OTHER PROPERTY OF THE OTHER PROPERTY OTHER PROPERT	0.50×W.59	
02/27/2018	STEEL BEAM SEAT	990-MAS	
02/27/2018	RESTROOM WALL	GYM-067	
02/19/2018	FENCING AROUND GYM BUILDING	GYM-068	
8102/21/20	Traffic Mitigation Measures	S90-MA9	
02/115/2018	Curtain Wall Location	GYM-064	N
07/06/2018	DOOR 126.7 & 126 8	GYM-062	lagi
02/08/2018	Control Joint Layout	GYM-061	noli
02/05/2018	Lighting Submittals Ouestions	GYM-063	a P
01/24/2018	POST PLACEMENT	080-M79	ubli
01/23/2010	Wall between Restrooms	GYM-025	ic S
סומבונטונט מונטונט מונטונט מונטונטונט	Detail for 12" to 8" intersection	650~WA®	Scho
0102/20/10	5/5802 WT Decking Support	850-WAS	pools
01/22/2016	Water Heater #1 / Circulating Pump	97M-055	S - I
01/27/2019	Ceiling in IT / Lighting / Audio Control	GYM-057	Reg
8.102/22/10	Exterior Hase Bibs	6YM-054	gula
01/19/2018	EPOXY DETAIL for #8 REBAR	GYM-053	ar B
01/17/2018	Response for RFI #44 AS BUILD REBAR	050-MX9	oar
	Column at Curtain Wall	G. M. 020	d N
01/15/2018	Height of Masonry wall Office and Servery	GYM-049	Mee
	Concrete Finishes	GTM-048	ting
01/12/2018	Interior xon Up Door in Servery	OCM 040	g -
8102/11/10	15 Versi Eroxi Redar (Atternative)	CYM-046	Ag
01/11/2018	SO AALG EBOXY BEBAB (ATTERMATIVE)	GYM-045	enc
01/15/2018	S2, D4-G EPOXY REBAR	GYM-044	da -
01/10/2018	Tile in Restrooms	GYM-043	· Th
8102/01/10	Cym Floor Cavering	GYM-042	nur
01070710	Infill Windows on East Elevation	GYM-041	sda
01/12/2010	ROOF ACCESS/ TIE OFF POINTS	GYM=047	ly A
0.1.0.2.0.1.0 2.0.1.0.0.1.0	AIR CURTAIN	8E0-MAS	ug
77000071	Padding Elevation	GE0-WA9	ust
	Receptacles at Padding areas	GYM-024	9,
	Height of Speaker and Strobes	GKW-036	201
01/18/7018	SCOREBOARD	GYM-052	8 8
12/27/2017	£F-1 Contrals	GYM-033	at 6
12/29/2017	WH-3 in Storage	620-MA9	:00
12/26/2017	Sewer mpe mrough GB2	0.55000	P
Due Date	Sawar Bino Through CB3	GYM-030	M
	Subject	RFI#	dno

02/28/2018

		Job #: 01428.001 Magnolia Sc	
		8.001 Magn	
Santa		ienc	
Santa Ana. California 92703	2840 West First Street	science Academy, Santa Ar	
rnia 92703	First Street	Santa Ana	

05/09/2018			
05/15/2018	DRYWALL ON STORAGE AREA CEILING	SOI-MAS	
05/08/2018	PLAYGROUND CURB DETAIL	GYM-109	
05/08/2018	DOOR HARDWARE SCHEDULE	GYM-101	
05/08/72018	RFI #100 Metal Deck	GYM-104	
8107/80/50	FIRE SPRINKLERS	67M-103	
8102/20/50	SKIRTING AROUND HVAC	SVM-102	
05/01/2018	Metal Deck / Insulating Fill	@XM-100	
05/01/2018	Intrusion / Door Access	660°WAD	N
05/01/2018	Beam Lavout / Metal Deck	GYM-097	lagi
04/30/2018	Beam Pockets	GYM-098	noli
04/24/2018	Alum, Transaction Window	960-WAS	a P
04/24/2018	METAL DECK	GYM.094	ubl
04/23/24/0	WELD NEEDED ON DETAIL 6/58 02	960° MAS	ic S
8102/c2/kn	RADIUS DIMENSION	GYM-092	Sch
0107/C1/kn	CEILING ACCESS PANELS	GYM-093	ools
01/2/10/10	RADIUS SOFFIT	T60"WAS	S -
04/09/2018	EMBEDS BOLTS A449 VS A325	060-M45	Re
04/04/2018	SPLIT UNIT LOCATION	680-MA9	gula
04/03/2018	Mezzanine Deck	000 013-000 013-000	ar E
0.3/28/2018	Split Unit Platform	COLLEGE	Boa
03/28/2018	GENERAL DEGINS	S80-WX9	ard
04/03/2018	Backothall I Books	084 MAS	Me
03/28/2018	Basketball Court Lavour	GYM=087	eti
03/27/2018	Fixture Schedule	980-MA5	ng I
	Clashing at Skewed Beam R2	GYM 082R2	A
87/26/2018	Wall Pad Confirmation	EBO MAS	ger
8102/27/60	Clashing at Skewed beam R1	GYM-082R1	l nda
03/22/2018	Clashing at skewed beam. New detail needed	Z80-MX5	- T
2107/56 (60 2107/56 (60	Detail 5/St 05 is not called out on plans	180-WAS	hui
0.102/dt/co	Returned Submittal 05 3000-01 Metal Decking (R&R)	GYM-877	rsda
0 TO X/2 V CO	F14 Fixtures Boxes Mounting	GYM-076	ay A
0.10 <i>cl</i> (c./c.0	Power for Split Unit	080°WAS	Aug
0.77.0 (7.57) a (7.57) a	#80 ultima base sheet which GAF	GYM-079	ust
CITAL PARAMETER A	New Tem Fence Line	GYM-040	9,
810 <i>C</i> /80/E0	Deferred Approval Basketball System	GYM-075	20
810761780	BASKETBALL KEY AND COLORS	GYM-078	18 8
03/05/2018	Nema Box	GYM-073	at 6
03/05/2018	SMOKE DECTECTORS	GYM-072	6:00
8102/505/20	ACI VS AISC Specification Discrepancy	GIM-071	P
Due Date		CVM 031	M
	Cathood State of the Control of the	RF #	ano

07/06/2018	TET-1 Expansion Tank	GYM-141	
06/22/2018	Main Feeder to Gym Building	GAW-145	
	ETHERNET CONNECTION	GYM-139	
06/28/7018			ALL STREET
06/22/2018	CONCRETE SITE WORK	GYM-140	-
06/18/2018	EM5 CONTROL PANEL LOCATION	GYM-138	
06/14/2018	PARAPET CAP DETAIL	GYM-137	
06/12/2018	SIGNAGE / WALL PADS	GYM-136	
06/08/2018	INSPECTORS TEST & DRAIN	GYM-135	
06/07/2018	CONFLICT WITH EXISTING SITE SETUP	GYM-1 3.4	
06/05/2018	P-S MODERN WHITE	GYM-133	
8102// 0/90	HM DOOR / FRAME COLOR	GYM-132	
8.10.2/2018	FIRE SPRINKLER COVERAGE	GYM-131	
8107/2018	COPING CAP FINISH	GYM-129	
06/07/2010	J6" and 12" Duct Anchors	821-MA5	
01027/20/9U	COLOR OF STRUCTURAL BEAMS IN GYM AREA	SYM-127	
0.06/38/30/90	Main Fire Sprinkler Height in Gym area	GYM-125	
Z tJ/Z/BZ/5tJ	BACKING FOR ELECTRICAL PANELS	S7T-M-15	
05/28/2018	SPRINKLER HEAD RENETRATION @ CEILINGS	O.19-127	
05/24/2018	ASI #5 WAI FA HEATER HEIGHT	0.00 127 0.00 127	
06/05/2018	STORM DRAIN @ PLAYGROUND AREA	CTIMED OF THE STATE OF THE STAT	eting
	STRUMBLE REAC SUITEDULE		
05/23/2018	CORNEL DE LA CONTROLLA	CL MAS	
05/23/2018	NR 211 Weldood Wire	02T MAS	
8 f02/22/50	ANCHORAGE FOR HVAC DUCT / EF CURBS	6 LT - MAS	
R167/22/20	ROOF SIDE OF RADIUS WALL	GYM-118	
01/27/2010	PLAYGROUND STORM DRAIN	GYM-1J.7	
0.027.17.07.0	BOX HEADER @ RADIUS WALL	GYM-114	
0.1771.0750	WATER SHUT OFF IN RESTROOM AREAS	E11-MA9	
01/21/2015	EMERGENCY BATTERY BACKUP	GYM-115	
0.5/31 (2015)	HARD UD CEILING SYSTEM	901-MAS	
05/18/70/18	ELECTRICAL HAND DRYER	I I I-MAS	
05/21/2018	CONFIRMING HARDWARE & INTRUSION MEETING	GYM-116	
05/21/2018	Mezzanine Deck	211-MA5	
8107/51750	HBEAM AT RADIUS WALL	OLL-WAS	
05/14/2018	LATERAL BRIDGING IN RADIUS SOFTIT	GYM-107	
05/14/2018	DETAIL 11 section A-A / S8.01	80 FWAS	
and and			

Job #: 01428.001 Magnolia Science Academy, Santa Ana 2840 West First Street Santa Ana, California 92703

Printed on Fri Jun 29, 2018 at 09:49 am PDT





MSA - Gymnasium Project Bond Requisition No. 09 Contingency Draw Down Report June 30, 2018



	\$ 48,813,12		\$ 28,000,00					RFI#140		Site Drainage	
	\$ 76,813.12		\$ 2,700.00							UV Stabilization Sealer	
Owner Requested	\$ 79,513.12		\$ 2,200.00							Security Conduit	
			Forecasted Amount							Forecasted Contingency Draw Downs	
Design omission	\$ 81,713,12		\$ 4,606.00			\$ 4,606.00		RFI #131		Potential Cost Associated w/Fire Sprinkler Riser	COR #16
Must be done to obtaining roofing warranty	\$ 86,319,12		\$ 2,304.00			\$ 2,304.00		RFI #102		Skirting of HVAC Equipment on Roof	COR #15
Design omission	\$ 88,623.12		\$ 10,647.00	•	\$ 10,647.00 \$	\$ 10,647.00		RF1#116		Intrusion Hardware - Main Entry to Gym	COR #14
	\$ 99,270.12		\$ 4,179.00			\$ 4,179.00		RFI #97		Weld Continous Plate at Metal Decking	COR #13
Design omission	\$ 103,449,12		\$ 10,647.00	1,257.50	\$ 16,291.50 \$	\$ 17,549.00		ASI #03		Orange County Health Department Changes	COR #12
Design omission	\$ 114,096.12		\$ 16,531,00	\$ 2,679.00	\$ 16,531,00 \$	\$ 19,210.00	05/01/18	RFI's #75/#78		Furnish & Install power & switch basketball back boards	COR#11R
Design omission	\$ 130,627,12		\$ 351,00		\$ 351.00 \$	\$ 351.00	05/01/18	RFI #80		Furnish & install electrical upgrade to HP-1	COR #10
Design omission	\$ 130,978.12		\$ 319,19	\$ 177.81	\$ 319.19 \$	\$ 497.00	05/01/18	RFI #39		Provide power and thermostat to control EF-2l	COR #09R
Design omission	\$ 131,297.31		\$ 3,616.00	968,42	\$ 3,195,58 \$	\$ 4,164.00 \$	05/01/18	Sheet Metal Submittal		Furnish & Install sht, metal cap between curtain wall & parapet wall	COR #08R
Design omission	\$ 134,913.31		\$ 3,820,00	692,24	\$ 3,445,76 \$	\$ 4,138.00	05/01/18			Furnish & Install plaster at column	COR #07R
Owner Requested	\$ 138,733.31		\$ 109,383.00	\$	\$ 109,383.00 \$	\$ 109,383.00	05/01/18	ASI #02		Furnish & Install of new gym rubberized floor	COR #06
Credit for COR #05R	\$ 248,116.31		\$ 30,068.00	\$ (2,881.42)	\$ (31,084.42)	\$ (28,203.00)	05/01/18	ASI #01		Credit for deleting Anti-Graffiti, Floor Fin. & Lockers	COR #05R
Credit for COR #04R	\$ 218,048.31		\$ 110,040.00	(8,780.50)	\$(110,039.96) \$	\$(101,259.00)	05/01/18	CCD #07		Credit for deleting windows at east masonry wall	COR #04R
Design omission/Approved by MSA Board	\$ 108,008.31		\$ 1,096.33	458 18	\$ 852,82 \$	\$ 1,311,00	01/30/18	RFI #29		Contractor to provide and install power for water heater	COR #03
Design omission/Approved by MSA Board	\$ 109,104,64		\$ 3,440.25	\$ 770.53	\$ 3,055,47 \$	\$ 3,826.00	01/30/18	RFI #34		Contractor to provide and install power for fire alarms	COR #02
									\$ 112,544.89	Project Construction Contingency Starting Balance	-
Comments	Remaining Balance	Beginning Balace	Agreed to Amount	Variance	Gafcon Estimate	Contractors Estimate	Agreement Date	Originating Document	Beginning Contingency	Description	No.

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