



Magnolia Public Schools

Board Meeting

Date and Time

Thursday August 13, 2015 at 6:00 PM PDT

Location

MSA- SD 6365 Lake Atlin

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: • MSA-1 school site: 18238 Sherman Way, Reseda, CA, 91335 • MSA-6 school site: 3754 Dunn Dr., Los Angeles, CA, 90034 • 7220 Trade St. San Diego, CA 92121 • 3170 Sawtelle Blvd. Los Angeles, CA 90066 • 449 36th Street #2 Brooklyn, NY 11232 • 1745 Technology Dr. Ste 200 San Jose, CA 95110 • 1020 South Olive Street, 7th Floor Los Angeles, CA 90015

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening items			
A. Agenda Overview			5 m
B. Flag Salute		Umit Yapanel	1 m
C. Call the Meeting to Order			
D. Record Attendance and Guests			
E. Approval of the Agenda	Vote	Umit Yapanel	3 m
F. Oral Communications		Andy Gokce	5 m
G. Public Comment			5 m
H. Approve Minutes	Approve Minutes	Umit Yapanel	1 m
Approve minutes for Board Meeting on July 9, 2015			
I. Approve Minutes	Approve Minutes	Barbara Torres	5 m
Approve minutes for Board Meeting on July 28, 2015			
II. Consent Agenda			6:25 PM
A. Item 7c Approval of Supplemental Educational Services for all Magnolia Public Schools	Vote		
B. Item 7d Approval of 2015-16 Student/Parent Handbook	Vote		
C. Item 7e 2015-16 Employee Handbook	Vote		

D. Item 7f Approval of Professional Development Agreements and Contracts	Vote
E. Item 7g Approval of Food Vendor Contracts	Vote
F. Item 7h Approval to Enter into an MOU with Arts and Action	Vote

III. Items**6:25 PM**

Academic Excellence Agenda Stock Description

A. Item #8 Information-Transition from Accord Services for MSA 1-8	FYI	Caprice Young	15 m
B. Item 9 Information-Aquiring New Home Office Facility	FYI	Caprice Young	15 m
C. Item 10 Information- Suggestions for Board Membership Nomination	FYI	Caprice Young	15 m
D. Item 11a Written Financial Report	FYI	Oswaldo Diaz	5 m
E. Item 11b Written Academic Board Report	FYI	Michelle Crumpton	5 m
F. Item 12 Public Announcement of Reasons for Closed Session	FYI	Umit Yapanel	1 m
G. Item 14 Announcement of Action(s) Taken in Closed Session	FYI	Umit Yapanel	5 m

IV. Closed Session**7:26 PM**

Development Agenda Stock Description

A. Item #12 Conference with Real Property Negotiators	FYI	Caprice Young	15 m
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V. Teleconference Information**7:41 PM**

A. Dial:1.312.757.3121 Code: 368.081.701	FYI		1 m
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VI. Closing Items**7:42 PM**

A. Adjourn Meeting	Vote	Umit Yapanel	2 m
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Cover Sheet

Agenda Overview

Section: I. Opening Items
Item: A. Agenda Overview
Purpose: FYI
Submitted by:
Related Material: Board Agenda Overview.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item	
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Caprice Young
RE:	Agenda Overview

As we are edging into the 2015-16 fiscal year, this is our last board meeting before the start of the 2015-16 school year. I'm knocking on wood as I write this, but I think this is our first relatively routine board meeting. Our consent calendar consists of approving minutes, updating student and staff handbooks to comply with changing regulations, reapproving routine school site contracts and adoption of a training contract to ensure that our staff knows how to use all of the great technology we have just purchased for the school sites. The rest of the agenda consists of information items, including the long awaited item describing how our instructional teams plan to work around not having Accord Institute support on our Los Angeles sites. We've reserved a spot for a closed session discussion in case one is needed regarding the MSA 1 gym building purchase; however, we do not foresee that being necessary right now.

September is coming quickly and the one thing we must do at that meeting is appoint a new board member. It is the very last not done promise from our settlement agreement. With all of the summer vacations, the Nominations/Governance Committee will not be able to meet until the very end of August, so we have scheduled some time on this agenda for discussion of board membership if needed.

With the rare opportunity of ten minutes to breathe and reflect, I would just like to mention how grateful the entire leadership team of Magnolia is to you. Very few volunteer boards accomplish as much as you have in such a short period of time. Your dedication has been incredible and we do hope to make it easier on you. Just since December 1st, you have held 22 public board meetings. However, here are some (only some) of the organizational accomplishments in that same period of time. They are listed by organizational unit, but required collaboration across all groups and among home office and school sites—often under pressure. You have great people.

Governance

- Added three outstanding board members (Diane Gonzalez, Remzi Oten, Nguyen Huynh)
- Won renewal of MSA 6, 7, 8 and San Diego
- Settled litigation with LAUSD
- Began implementation of Board on Track
- Created a board committee structure

- Hired a new audit firm
- Established the first ever Board retreat and scheduled more during 2015-16
- Increase principal authority and accountability, including providing ownership over site budgets and strengthening approval processes

Academics

- Culminated 31 fifth graders and 846 eighth graders
- Graduated 168 high school students with plans to go on to higher education or the military
- Held MPS' first ever STEM EXPO with more than 400 participants, including four board members and keynote speaker Dr. Steven Levin, Juno Project Scientist at the Jet Propulsion Laboratory
- Provided free summer school to 1068 students for the first time in Magnolia history
- Won Congressional Leadership Awards
- Continued student victories in science, math and other academic and unique contests (including archery state champs!)
- Established the use of data to drive intervention alerts for students at low, medium and high levels to ensure student progress
- Engaged principals and deans in creating school profiles concentrating on student academic needs and strategies
- Doubled (to 2!) the number of our schools competing in the Academic Decathlon
- MSA 1 won Gold award in the US News and World Report Rankings AGAIN
- Piloted Edge Coaching with students leading to an invitation to present at the LAUSD-wide Charter Operated Programs best practices summit
- Reached the lowest suspension and expulsion rates in Magnolia history because of the implementation of alternatives to suspension and PBIS
- Increased our attendance rate to the highest in Magnolia history, upwards of 97 percent
- Created an effective and inclusive staff curriculum committee (37 participants across all Magnolia Schools including virtual participation) that deliberated and selected a Common Core program for implementation MPS-wide
- Earned preliminary WASC accreditation for MSA Santa Ana

Talent

- Established new home office leadership team
- Expanded tuition reimbursement to include teachers, site-based leadership and home office staff
- Held (Aug. 10-14, 2015) the first MPS-wide teacher professional development week
- Gained permission to restart MPS' international teacher recruitment program after review
- Recognized and acted upon the need for a competitive salary for principals
- Recruited a Human Resources Director with the expertise needed to build a personnel function capable of supporting the size and complexity of MPS
- Fully established the Dean of Community role in three (now five) schools to engage parents and community stakeholders
-

Community

- Created Chief External Officer and Director of Partnerships positions
- Won an Arts integration grant from the Annenberg Performing Arts Center for MSA 7
- Established an education technology innovation collaboration with the Los Angeles Regional Technology Alliance (announcement forthcoming)
- Shifted reputation from negative to positive momentum with second quarter of 2015 showing 14 out of 15 news stories about Magnolia with positive tone and content
- Rallied the support of hundreds of parents to support renewal of MSA charters before the SDUSD, LAUSD and LACOE boards.
- MSA 1 received a Community Choice Award from the Warner Center Chamber of Commerce
- MSA 3 parent awarded a “Heroes in Education” leadership recognition from LAUSD
- Established positive, open relationships with authorizers’ staffs and began process of deeper outreach for longer term change
- Presented a Letter of Intent to serve the families of Palm Lane Elementary School in Anaheim, California

Finance

- Won affirmation of the right to loan funds among schools that sets industry-wide precedent
- Came through a State Audit process vindicated and moving forward
- Convinced Standard & Poor’s to upgrade Magnolia’s financial outlook from negative to stable
- Responded to the LAUSD/VLS audit findings
- Established a transparent procurement process for contracts over \$25,000
- Completed consolidated audit, adding comprehensive disclosures and notes
- Completed federal single audit of FY 2013-14 for federal grants
- Rebuilt the financial team transitioning to EdTech
- Completed initial revision of overall policies and procedures, with ongoing reviews in progress concurrent with the onboarding of EdTech
- Developed and implemented CMO allocation structure
- Earned CSFA designation of “financially sound”
- SAB fully funded \$17.4m in state bonds
- Helped MSA Santa Ana principal mitigate costs and to obtain \$575,000 in PCSGP grants
- Negotiated the FCMAT oversight agreement
- Implemented new payroll internal controls, and moved payroll to twice monthly payments to comply with California labor codes
- Established a home office 401k retirement plan
- Implemented new internal controls related to fund raising and provided training to both school principals and office staff
- Revised truancy reporting methodology to align with state requirements
- Established home office annual budget and school site budget process
- Documented intra-company loans
- Eliminated debit cards (and debit accounts) for school principals and implemented risk free credit cards
- Implemented procedures regarding timeliness of bank deposits

- Succeeded in helping RBC remarket the MSA 1 bonds after bring up-to-date disclosure requirements

Facilities

- Completed SB 740 filings for all eligible schools (adding two schools that had not previously filed)
- Completed a ten-year extension of the zoning variance for MSA 1
- Entered escrow on the gym building for MSA 1 at a price dropped from \$5.4m to \$3.8m, owner financed
- Recovered \$139,000 in State Facilities Incentive Grant Program funds for MSA 2 and 5
- Addressed MSA 4 bathroom problem quickly and prevented LAUSD from overcharging allocation
- Fixed the MSA 5 Prop 39 offer to keep the school in continuous space
- Reestablished the relationship with the MSA 6 landlord, convincing him to renew the lease, creating a protocol for communication and giving MSA additional rights as tenants
- Wrote a Proposition 39 application to establish a precedent leading to getting Chrome books in lieu of Proposition 39 for MSA 6 and 1
- Improved the interior space for MSA 7 and met with the church leadership and the city council office to plan the addition of six portables for 2016-17
- Addressing immediate and longer term ADA issues
- Extending the facilities use agreement at MSA 8 to save hundreds of thousands of dollars versus becoming a Proposition 39 facility, which also kept the school from having to vacate the site during the summer (which would have kept MSA 8 from having summer school)
- Found potential alternate sites for MSA 3, 6, 5, and Santa Ana when their existing sites were in question during the spring
- Searched through over 100 potential sites for MSA Santa Clara, including outreach to 12 adjacent school districts, participating in stakeholder meetings, and driving concurrent negotiating efforts with SCUSD, and supportive outreach with SCCOE board members
- Found the National Hispanic University site, negotiated lease and managed move in
- Managed the closed down of the Central Park MSA Santa Clara site including the move out, storage, temporary office, clean up and negotiating the SCUSD demand down from \$450,000+ to \$25,000.
- Developed offer to purchase MSA SD site until finance team and attorneys advised against it as too financially risky given MPS' legal and financial position in Feb 2015
- Maintained contact with MSA San Diego site developer to purchase current site
- Re-established relationship with SDUSD school district facilities staff for an open dialog on a new Proposition 1D eligible site for MSA San Diego
- Reestablished the relationship with the MSA Santa Ana pastor through once a week meetings leading to a move from a month-to-month lease to a year-long lease
- Stewarded the MSA Santa Ana State Agency approval process through the funding, rebid and restart of construction
- Managed the construction contractor side of the ground breaking event for the new MSA Santa Ana school site

Technology

- Submitted E-Rate application for 2015-16 school year for all schools for total grant amount of \$200K
- Purchased MSA-1, MSA-6, and MSA-7's wireless Access Points
- Installed new server and firewall at MSA-1 and cabling for all classrooms for wireless coverage
- Purchased 550 Chromebooks for MSA-2
- Purchased new phone system for MSA Santa Ana
- All schools were visited for successful Smarter Balanced testing readiness
- MPS STEM EXPO digital/print/promotional items design and tech support
- MSA-4 Venice internet speed upgraded to 100Mbps
- Submitted Prop39 classroom technology application for MSA-2, MSA-3, MSA-4, and MSA-5. (MSA-4 will receive a laptop, 5 Desktop PCs, projector August 5 th)
- Daily IT support for MPS main office departments and all schools MPS main website updates
- Technical support for business team while transitioning to EdTech
- Technical support for business team for the State Audit (digging back through years of records)

Cover Sheet

Approve Minutes

Section: I. Opening Items
Item: H. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on July 9, 2015



Magnolia Public Schools

Minutes

Board Meeting

Date and Time

Thursday July 9, 2015 at 6:00 PM

Location

MPS Home Office

Board Members Present

M. Kaynak (remote), N. Huynh (remote), N. Russell-Unterburger (remote), R. Oten (remote), S. Sherkhanov (remote), U. Yapanel (remote)

Board Members Absent

D. Gonzalez

Guests Present

B. Torres (remote), C. Young (remote), D. Yilmaz (remote), Gina Fafard, O. Diaz (remote), R. Monoshev (remote)

I. Opening Items

A.Call the Meeting to Order

U. Yapanel called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Jul 9, 2015 @ 6:06 PM at MPS Home Office.

B.Record Attendance and Guests

C.Flag Salute

The flag salute was led by Ms. Hourigan.

D.Approval of the Agenda

The agenda was approved unanimously as presented.

E.Oral Communications

F.Approve Minutes

The minutes of the Regular Board Meeting that took place on June 11, 2015 were approved unanimously.

G.Public Comment

There were no public comments.

II. Consent Agenda

A.Minutes

B.Approval of Chromebook Purchase for MSA-2 and MSA-8

C.Approval of Resolution Authorizing MPS Home Office Intra-Company Loan to MSA-Santa Ana

D.Approval of Resolution Authorizing MPS Home Office Intra-Company Loan to MSA-Santa Clara

E.Approval of Resolution Authorizing Material Revision to the Charter of MSA- Santa Clara

F.Approval of Application for Funding for Categorical Programs for all MPS Schools

G.All items under consent agenda were approved unanimously.

III. Items

A.Item #8 Introduction by EdTec, Inc. on Scope of Work

Kristin Dietz from EdTec gave a brief presentation to the Board. She explained EdTec's scope of work for Magnolia. Ms. Dietz explained what roles EdTec would be responsible for and Mr. Diaz explained what roles would continue to be done by business staff at the Magnolia home office. Mr. Diaz and Ms. Dietz addressed all Board members' questions.

B.Item #9 BoardOnTrack Overview of Services

Ms. Gina Fafard gave a brief presentation on the scope of work of BoardOnTrack. She explained how the software will assist MPS Board and the goals that have been set so far. She addressed all Board members' questions.

C.Item #10 Quarterly Update from Magnolia's PR Consultants, Larson Communications

Mr. Rubalcava spoke on behalf of Larson Communications. He explained what assignments Larson Communications has done and how they have supported Magnolia. He gave a brief explanation on what future projects they will be working on and he addresses all Board members' questions.

D.Item #11 Public Announcement of Reasons for Closed Session

Dr. Yapanel briefly explained the items that would be in closed session and he directed the Board to join the closed session.

E.Item #12A Closed Session- Conference with Real Property Negotiators

F.Item #13 Announcement of Action(s) Taken in Closed Session

The Board moved to authorize senior management to negotiate the National Hispanic University facility. The motion was passed unanimously. Dr. Yapanel moved to authorize Accord Educational and Research Foundation to begin negotiations for a different facility. Dr. Kaynak seconded the motion. Ms. Unterburger's vote was a no. She explained she was not approving this action due to the cost of the Accord Educational and Research Foundation contract and because she did not feel comfortable with the process leading to this action.

IV. Item #14 Written Information Item

A.Finance Compliance Calendar

Mr. Diaz explained that this was an informational item to keep the Board up to date on requirements that the Business Department must comply with during the 2015-16 school year. Written information items were given to the Board as supplemental documents prior to the meeting. There was no further discussion on this item.

B.Academic Compliance Calendar

Written information items were given to the Board as supplemental documents prior to the meeting. There was no further discussion on this item.

C.Academic Report

Written information items were given to the Board as supplemental documents prior to the meeting. There was no further discussion on this item.

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 8:00 PM.

Respectfully Submitted,
B. Torres

Cover Sheet

Approve Minutes

Section: I. Opening Items
Item: I. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on July 28, 2015

Magnolia Public Schools

Minutes

Board Meeting

Date and Time

Tuesday July 28, 2015 at 6:00 PM

Location

Teleconference

Board Members Present

N. Huynh (remote), N. Russell-Unterburger (remote), R. Oten (remote), U. Yapanel (remote)

Board Members Absent

D. Gonzalez, M. Kaynak, S. Sherkhanov

I. Opening Items**A.Call the Meeting to Order**

B. Torres called a meeting of the board of directors of Magnolia Public Schools to order on Tuesday Jul 28, 2015 @ 6:17 PM at Teleconference.

B.Record Attendance and Guests**C.Flag Salute**

The Flag salute was lead by Mr. Diaz.

D.Public Comment

There were no public comments.

E.Approval of the Agenda

The agenda was approved unanimously as presented.

F.Oral Communications**II. Items****A.Item #8 Parent Empowerment Act School Opportunity**

Dr. Young explained to the Board the situation that Palm Lane school was in and she explained the process of doing a turn-over of that school. She addressed all Board members' questions. Ms. Unterburger moved to direct Magnolia staff to provide a Letter of Interest/Program Synopsis responding to the Palm Lane parent

community's request for high quality schools interested in serving their students. Mr. Nguyen seconded. The motion was passed unanimously.

B. Item #9- MSA-SA Facility Construction Award of Lowest Bid

Mr. Gonzalez explained the bidding process to the Board. Neff construction employees and Mr. Gonzalez informed the Board of the bidding companies and they addressed all Board members' questions. Ms. Unterburger moved to reject all previous bids that were opened in Fall 2014 and to approve the awarding of the MSA- Santa Ana project to RC Construction Services in the amount discussed. Mr. Nguyen seconded. The motion was passed unanimously.

C. Item #10 Public Announcement of Reasons for Closed Session

Dr. Yapanel announced the items that would be discussed in closed session and directed the Board to join the closed session.

D. Item #12 Announcement of Action(s) Taken in Closed Session

Ms. Unterburger moved to authorize CEO & Superintendent to sign a lease with National Hispanic University for the Santa Clara campus for the 2015-16 school year and immediately recall students and teachers for the new school year, as well as drive recruitment among the families of the students sharing the NHU campus and in the surrounding community; and, direct staff to return to the board as soon as possible with a long-term site for the school located in a neighboring well situated to address the needs of historically underserved students in Santa Clara County and as close as possible to the NHU site. Dr. Yapanel seconded. The motion was passed unanimously.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:30 PM.

Respectfully Submitted,
A. Rubalcava

Cover Sheet

Item 7c Approval of Supplemental Educational Services for all Magnolia Public Schools

Section: II. Consent Agenda
Item: A. Item 7c Approval of Supplemental Educational Services for all
Magnolia Public Schools
Purpose: Vote
Submitted by:
Related Material: Item 7c SES Provider.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	7c
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Michelle Hurst-Crumpton, CAO
RE:	Supplemental Educational Services (SES)

Proposed Board Recommendation

I move that the board approve the contracts for the California Department of Education approved Supplemental Education Services vendors that include Total Education Solutions, 21st Century Staffing and Youth Policy Institute.

Background

Federal law requires that schools receiving Title I funding that were in program improvement status for two years or more during the last testing period (2013-14) spend 20 percent of their Title I funding on individual student tutoring. Program Improvement status means that at least one demographic subgroup of students did not meet the required annual performance academic target. Back in 2013-14, MSA 1, 2, 3, 4 and 8 did not meet this target and are still required to provide these services.

The law requires the schools to use one of the vendors from the CDE website. Our schools have considered several of the vendors and have selected three that provide students with a choice of at home one on one tutoring and small group tutoring at school. All of these programs have fees set by the state through a state managed bidding system.

Budget Implications

20 percent of Title I funding is allocated for this expense. Each eligible school site expends approximately \$30,000 to \$50,000 annually for SES contracts depending upon the number of students who enroll and receive services. Contracts are made directly with schools sites and signed off by home office when amounts exceed site authority. Sample contracts are attached for reference.

Name of Staff Originator:
Suat Acar

MSA1Bell Parent Agreement

SUPPLEMENTAL EDUCATIONAL SERVICES

Student Name: _____

School: _____

As the parent/guardian of this student, I approve MSA-8 Bell contracting with the provider listed below. My signature also indicates that I understand the requirements and guidelines below.

SES Provider: Total Education Solutions

I understand that:

1. MSA-8 Bell is obligated to pay only up to the adopted per pupil rate for the 2014 school year for the services I have selected. Tutorial services will terminate on August 8, 2014.
2. Students with current IEPs will receive appropriate SES with accommodations for disabilities and the Student Learning Plans will be aligned to support IEP goals.
3. Limited English proficient students will receive appropriate SES with language assistance as needed.
4. If my student misses more than three times s/he may be dropped from the program.
5. I have attended a meeting with a representative of this provider to establish goals for my student.
6. Tutoring will be for 2-3 hours a week for 1 to 1.5 hours each session.

Parent/Guardian Signature: _____ Date: _____

This agreement will be signed during the Provider/Parent meeting before any services begin.

MSA1 Bell Acuerdo del Padre de Familia

PARA SERVICIOS DE EDUCACIÓN SUPLEMENTARIA

Nombre del estudiante _____

Escuela: _____

Como padre o tutor del estudiante antes mencionado, autorizo que MSA-8 Bell contrate a la agencia o proveedor que se indica abajo. Mi firma también indica que entiendo los requisitos y las normas que se especifican en la parte inferior.

Agencia SES: Total Education Solutions

Entiendo que:

1. MSA-8 Bell tiene la obligación de pagar solamente la tarifa por alumno adoptada para el año escolar 2014 para los servicios que he seleccionado. Los servicios de tutoría para el estudiante terminarán el 8 de agosto de 2014.
2. Los estudiantes que estén actualmente bajo un IEP recibirán el servicio apropiado SES con adaptaciones para discapacidades y los Planes de Aprendizaje para el Estudiante se incluirán para apoyar las metas del IEP.
3. Los estudiantes con un dominio limitado en el idioma inglés recibirán el servicio apropiado de SES y ayuda en el idioma cuando sea necesario.
4. Si mi hijo(a) tiene más de tres faltas de asistencia, él/ella será dado de baja del programa.
5. Yo he asistido a una junta con un representante de la agencia o proveedor para que se establezcan metas para mi estudiante.
6. Tutoría será durante 2-3 horas a la semana, por 1 a 1.5 horas cada sesión

Firma del padre, la madre o tutor: _____ Fecha: _____

Antes de iniciar los servicios, este acuerdo deberá firmarse durante la junta con la agencia y padre de familia.

21st CENTURY STAFFING LLC, DBA



11245 East 183rd # 247
Cerritos, CA 90703

Ph:(562) 773-6909 Email: lpeduarte@yahoo.com

CONTRACT OF SERVICE

For

Substitute Teacher Services

This contract is entered by and between **MAGNOLIA SCIENCE ACADEMY 2** with physical address of 17125 Victory Boulevard, Van Nuys CA 91406 herein referred to as the “School” with and 21st Century Staffing DBA **Allegiant Educational Staffing and Consulting, LLC** referred to as the independent “Contractor “ located at 11245 East 183rd # 247, Cerritos, CA 90703

1. COMMENCEMENT:

THIS CONTRACT WILL COMMENCE ON:

Beginning of School Year 2014-2015

2. DESCRIPTION OF SERVICES and corresponding fees

21st Century Staffing LLC DBA Allegiant Educational Staffing and Consulting will assign its employees to the School to provide **substitute teacher services** at the location and for the pricing described below. The pricing structure provided is intended to be between Allegiant Educational Staffing and the School. If a full day placement is requested and rendered the School will remit pay for the full day in the event the School ends the assignment before the end of the school day. Should the school request for a substitute and decided to cancel the request after the substitute reported to the school, for reason that the substitute service is not needed, the school has to pay the half day substitute compensation.

Substitute Teacher - Day to Day - \$160.00 /day for 7 hrs. or \$25.00/ hr

Half Day - \$130.00/day for 4 hrs.

Long Term – Rates are negotiable.

After School Program – Prevailing Rate

3. PAYMENT

The School will pay the amount specified in the invoice of the Contractor which will be submitted at the end of each month.

3.1 Payment of services based on the invoice will be paid in full for every billing period.

3.2 Payment will be due upon the School's receipt of Contractor's invoice.

3.3 Payments received **30 days** after the date on the invoice will be charged 10% of the balance due.

3.4 Checks should be made to Allegiant Educational Staffing and Consulting and mailed to the company address listed on contract.

4. RELATIONSHIP OF PARTIES

It is understood by the parties that Allegiant is an independent contractor and not an employee of the School. The School will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefits for the benefit of Allegiant and its substitute teachers unless the school chose to do so.

5. CONFIDENTIALITY

Allegiant will not at any time or in any manner, either directly or indirectly use for personal benefit, divulge, disclose, or communicate in any manner any information that is proprietary of the School. Allegiant will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this agreement.

6. INJURIES

Allegiant acknowledges Allegiant's obligation to obtain appropriate insurance coverage for the benefits of Allegiant. Allegiant waves any right to recover from the School for any injuries that may be sustain while performing services under this agreement that are the results of the negligence of Allegiant except when injuries are caused by negligence of the School and purposely inflicted by school's employees, students and parents.

6. INDEMNIFICATION

6.1 The School shall indemnify, defend and hold harmless Allegiant and Allegiant's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers, employees and substitute teachers from and against

all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney’s fees) which may be asserted or claimed against Allegiant as a result of any actual or alleged act, error or omission of the school or any consultant, employees and teachers including without limitation to any violation or breach of this agreement.

6.2 Allegiant shall indemnify, defend and hold harmless the School and School’s parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers and employees from and against all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney’s fees) which may be asserted or claimed against School as a result of any actual or alleged act, error or omission of Allegiant or any consultant, substitute teachers including without limitation to any violation or breach of this agreement

7. BACKGROUND SCREENINGS

Allegiant Educational Staffing will require and ensure that its' employees and independent contractors are fingerprinted through live scanning and pass a California Department of Justice Federal and Local Criminal Background Check before being offered employment. Persons with criminal offenses that prohibit contact with minors will not be offered employment with Allegiant Educational Staffing.

Allegiant Educational Staffing will require and ensure that its’ employees and independent contractors provide proof of tuberculosis (TB) screening once every two years. Persons testing positive for Tuberculosis will not be offered employment with Allegiant Educational Staffing and Consulting.

Proof of background screenings are kept on file and can be made available upon request.

8. GENERAL

Should the School opt to hire the Contractor’s employees, the School is obligated to pay one-thousand and five hundred (\$1500) dollars to the Contractor for every employee hired as a finder’s fee. By signing below, the Contractor certifies under the penalty of perjury that the name and address given is the Contractor's legal name, address and identification number.

Signed on this _____ day of _____ 20____

SIGNATURE _____(authorized signature on behalf of the School)

SIGNATURE _____(Contractor)

Contractor: 21st Century Staffing DBA Allegiant Educational Staffing, represented by

: Dr. Liby Eduarte , Ph. # 562-773-6909

with

21st CENTURY STAFFING LLC

11245 East 183rd # 247
Cerritos, CA 90703
Ph:(562) 773-6909 Email: lpeduarte@yahoo.com

CONTRACT OF SERVICE

For

SES (Individual Tutoring)

This contract is entered by and between **MAGNOLIA SCIENCE ACADEMY 2** with physical address of 17125 Victory Boulevard, Van Nuys CA 91406 herein referred to as the “School” and 60021st Century Staffing referred to as the independent “Contractor “ located at 11245 East 183rd Street # 247, Cerritos, CA 90703

1. COMMENCEMENT:

THIS CONTRACT WILL COMMENCE ON:

Beginning of School Year 2014-2015

2. DESCRIPTION OF SERVICES and corresponding fees

60021st Century Staffing LLC will assign its tutors to the School to provide **supplementary educational services (SES) thru individual tutoring** at the location and for the pricing described below. The pricing structure provided is intended to be between 60021st Century Staffing and the School as approved by CDE. Tutoring can be done after school from 3:30 to 7:30 in school, public libraries, or at the student’s home. Saturday tutoring can also be available depending on the parents’ request.

SES fee as approved by CDE - \$55.00/per hour per student

Subjects : English Language Arts

Mathematics

3. PAYMENT

The School will pay the amount specified in the invoice of the Contractor which will be submitted at the end of each month.

3.1 Payment of services based on the invoice will be paid in full for every billing period. **Student’s attendance signed by the teacher and the student, attested by parents’ signature should be attached to the invoice**

3.2 Payment will be due upon the School's receipt of Contractor's invoice.

3.3 Payments received **30 days** after the date on the invoice will be charged 10% of the balance due.

3.4 Checks should be made to Contractor and mailed to the company's address listed on contract.

4. RELATIONSHIP OF PARTIES

It is understood by the parties that 60021st Century Staffing is an independent contractor and not an employee of the School. The School will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefits for the benefit of Contractor and its tutors unless the school chose to do so.

5. CONFIDENTIALITY

Contractor will not at any time or in any manner, either directly or indirectly use for personal benefit, divulge, disclose, or communicate in any manner any information that is proprietary of the School. Contractor will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this agreement.

6. INJURIES

Contractor acknowledges Allegiant's obligation to obtain appropriate insurance coverage for the benefits of Allegiant. Contractor waves any right to recover from the School for any injuries that may be sustain while performing services under this agreement that are the results of the negligence of Contractor except when injuries are caused by negligence of the School and purposely inflicted by school's employees, students and parents.

6. INDEMNIFICATION

6.1 The School shall indemnify, defend and hold harmless Contractor and Allegiant's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers, employees and substitute teachers from and against all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against Contractor as a result of any actual or alleged act, error or omission of the school or any consultant, employees and teachers including without limitation to any violation or breach of this agreement.

6.2 Contractor shall indemnify, defend and hold harmless the School and School's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers and employees from and against all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against School as a result of any actual or alleged act, error or omission of Contractor or any consultant, substitute teachers including without limitation to any violation or breach of this agreement

7. BACKGROUND SCREENINGS

Contractor will require and ensure that its' employees and independent contractors are fingerprinted through live scanning and pass a California Department of Justice Federal and Local Criminal Background Check before being offered employment. Persons with criminal offenses that prohibit contact with minors will not be offered employment with Contractor.

Contractor will require and ensure that its' employees and independent contractors provide proof of tuberculosis (TB) screening once every two years. Persons testing positive for Tuberculosis will not be offered employment with Contractor.

Proof of background screenings are kept on file and can be made available upon request.

8. GENERAL

Should the School opt to hire the Contractor's employees, the School is obligated to pay one-thousand and five hundred (\$1500) dollars to the Contractor for every employee hired as a finder's fee. By signing below, the Contractor certifies under the penalty of perjury that the name and address given is the Contractor's legal name, address and identification number.

Signed on this _____ day of _____ 20____

SIGNATURE _____ (authorized signature on behalf of the School)

SIGNATURE _____ (Contractor)

Contractor: 21st Century Staffing DBA ContractorEducational Staffing, represented by : Dr. Liby Eduarte , Ph. # 562-773-6909

Cover Sheet

Item 7d Approval of 2015-16 Student/Parent Handbook

Section: II. Consent Agenda
Item: B. Item 7d Approval of 2015-16 Student/Parent Handbook
Purpose: Vote
Submitted by:
Related Material: Item 7d StudentParent handbook.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	7d
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	David Yilmaz, Director of Accountability
RE:	Approval of 2015-16 Student/Parent Handbook

Proposed Board Recommendation

I move that the board approve the 2015-16 Student/Parent Handbook.

Background

This is a routine annual item for the Board. We update our Student/Parent handbook each year and ask for Board approval.

Budget Implications

None.

Name of Staff Originator: David Yilmaz

OVERVIEW OF MODIFICATIONS

Following is a list of modifications made in the 2015-16 Student/Parent Handbook.

MPS STUDENT/PARENT HANDBOOK

Page #	Modification
7	Grading guidelines and subcategories have been added to align grading at MPS.
11	Letter /check grade to numerical grade conversion table has been added.
13	Integrated math courses have been added to the mathematics category for graduation.
18	Truancy definition and procedures have been updated.
22-24	A chart for behavior expectations and infractions has been added to delineate Level 1, Level 2, and Level 3 infractions and possible corrective strategies.
32-35	Grounds for expulsion have been updated to reflect current Ed Code.
40	Home Visit section has been added.
44-45	Uniform policy has been updated.
46-69	Board-approved "Student Technology Use Policy and Agreement" has been added.
50-57	Board-approved "NCLB Compliant Parent Involvement Policy" has been added.
60-61	Board-approved "Internal Complaint Procedures" has been added.
62-63	Board-approved "Internal Complaint Procedures Form" has been added.

Magnolia Public Schools

Student/Parent Handbook

20154-165

Magnolia Public Schools
13950 Milton Ave., Ste. 200B
Westminster, CA 92683
Tel: (714) 892-5066
Fax: (714) 362-9588

www.magnoliapublicschools.org

Dear Parents and Students,

Magnolia Public Schools (MPS) staff believes that education is a shared responsibility between parents, teachers and students. The successful operation of this school depends on the cooperation of everyone concerned. Each group is responsible for doing its part to make school a place where we can learn and play together in harmony. Everyone has the right to feel safe, secure, and accepted regardless of color, race, gender, popularity, ability, religion or nationality. This handbook allows us to share our vision with the students and parents of our team.

MPS is a reflection of all of us. All of our policies are intended to provide a safe and orderly environment that will be conducive to learning. Our faculty and staff look forward to sharing their expertise in academics, special programs, and extracurricular activities. We encourage you to get to know the school, its programs, activities, and schedule. Become an active participant in your education. Get involved through classes, clubs, and activities.

MPS is aware of the fact that a school environment is viable only with clearly defined and implemented rules. MPS compiled this student-parent handbook, which addresses the school's regulations and policies to set a standard for our students. It is an essential reference book describing what we expect and how we do things. Read it carefully, discuss it with your parent/guardian, and let it act as a guide for your effective involvement in all aspects of school. Keep this handbook so you can refer to it throughout the school year.

Sincerely,

MPS Administration

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, and math (STEM) 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 ["Get Ready for Life \(GRFL\)" Life Skills](#) curriculum, ~~expected school wide learning results~~ [student learning outcomes \(SLOs/ESLR\)](#), and all school activities:-

- ~~Value:~~ Scholarship
- ~~Value:~~ Critical Thinking
- ~~Effective Communication~~ ~~Success and Self Discipline~~ ~~Personal Qualities~~ ~~Citizenship and~~
- ~~Value:~~ Social Responsibility ~~Value: Effective Communication~~
~~Respect and Responsible Choices~~ ~~Conflict Resolution and Human Relations~~

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) 705-219- 58676
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	6365 Lake Atlin Ave., San Diego, CA 92119	(619) 644-1300
Magnolia Science Academy-Santa Ana	102 Baker St. E, Costa Mesa, CA 92626	(714) 557-7002
Magnolia Science Academy-Santa Clara	2720 Sonoma Place, Santa Clara, CA 95051	(408) 244-2620

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EQUAL OPPORTUNITY & NON-DISCRIMINATION STATEMENT

In compliance with federal and state equal opportunity laws, equal opportunity will be afforded to all applicants regardless of race, color, sex, age, religious creed, disability, national origin, ancestry, or sexual orientation in every aspect of the school community.

MPS is committed to providing a working and learning environment that is free from unlawful discrimination and harassment. MPS prohibits discrimination and harassment based on an individual's actual or perceived sex, sexual orientation, gender (including gender identity, marital status, pregnancy, childbirth or related medical condition), ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. Harassment based on any of the above-protected categories is a form of unlawful discrimination and will not be tolerated by MPS.

Harassment is intimidation or abusive behavior toward a student or employee that creates a hostile environment and can result in disciplinary action against the offending student or employee. Harassing conduct may take many forms, including but not limited to, verbal remarks and name-calling, graphic and written statements, or conduct that is threatening or humiliating. This nondiscrimination policy covers admission or access to treatment or employment in all MPS programs and activities, including vocational education. The lack of English language skills will not be a barrier to admission to or participation in MPS programs or activities.

Additional information prohibiting other forms of unlawful discrimination or harassment, inappropriate behavior, and/or hate-motivated incidents/crimes may be found in local District/State policies. It is the intent of MPS that all such policies be reviewed consistently to provide the highest level of protection from unlawful discrimination in the provision of educational services and opportunities.

MPS prohibits retaliation against anyone who files a complaint or who participates in a complaint investigation. For inquiries or complaints related to discrimination or harassment based on student's sex (Title IX); sexual orientation or gender identity (Title 5,

CCR, §4910); race, color, or national origin (Title VI); or mental or physical disability (Section 504), contact MPS.

FERPA

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. For more information, please refer to the US Department of Education's website: <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

RIGHTS AND RESPONSIBILITIES

Effective Communication:

When issues or concerns arise with a teacher, staff member or administrator, students and parents are encouraged to address the situation with the person involved first.

If students express that they are having a problem at school, it is important for parents to understand the best way to address these problems. If the problem involves a classroom situation or a situation with a teacher, the following remedies are recommended:

1st: Parents should encourage their child to talk with the teacher.

2nd: Parents can encourage their child to talk with an administrator.

3rd: If the child is reluctant to talk with a teacher or administrator, a parent may offer to accompany their child and talk with the teacher.

It is very important to demonstrate to children how to actively and constructively solve a problem. If the problem is important enough for the child to talk about, it is important for the child to learn how to be a part of the solution.

If parent feels there is a concern they should:

1st: Talk with the teacher. Teachers can explain classroom situations from an adult perspective and from a professional perspective, and usually that will resolve misunderstandings.

2nd: If the problem persists after a reasonable time, talk with the teacher again.

3rd: If the problem is still not resolved, make an appointment with the related administrator.

For example, if you are unsure of a decision made in the classroom about a consequence given for a behavior, you should discuss the situation with the teacher first. If after this discussion, you feel the situation is unresolved, it should be brought to the attention of the Dean of Students. If it is still not handled to your satisfaction, the Principal should be notified.

If after meeting with the Principal, you still have concerns, MPS [Central-Home](#) Office and the MPS Board and, after that, the School District/County/State would be the next avenue of communication.

Teachers, staff, and administration are available through email, phones, in person and by appointment. Due to the busy schedules of the teachers and administration, parents are asked to not "drop in" for appointments, but to set up a meeting in advance. Parents should not talk to teachers, other parents, students, or administrators in a disrespectful or threatening manner.

Students' Rights and Responsibilities:

- To be informed of all school rules and regulations.
- To have access to your student account in CoolSIS.
- To have a safe and educational environment.
- To attend class regularly and on time.
- To obey school rules and regulations.
- To respect your rights and the rights of your peers.
- To be familiar with school policies, rules and regulations.
- To be prepared for class with appropriate materials and ready to work.
- To respect all school personnel and their authority (administrators, teachers, office personnel, janitorial staff, security guards, etc.).

*"All students shall comply with the regulations, pursue the required course of study, and submit to the authority of teachers of the school."
Education Code, § 48900 et seq.*

Parents' Rights and Responsibilities:

- To be informed of the school's rules and regulations.
- To be informed of all school actions related to their child.
- To have access to your personal parent accounts in CoolSIS.

- To contact school to participate in conferences pertaining to academic and behavioral status of their child.
- To provide a supportive environment at home making sure their child gets enough sleep and adequate nutrition before coming to school.
- To be familiar with school policies, rules and regulations.
- To contact teachers directly via phone or email to schedule a conference.
- To be familiar with the handbook which was signed at the beginning of the school year.
- To monitor your child's academic progress and behavior records on a weekly basis.
- To ensure that your child does his/her homework on a daily basis and to facilitate a home environment conducive to home study.

Teachers' Rights and Responsibilities:

- To expect students to behave in a positive manner that will not interfere with other students' learning.
- To expect parental support related to academic and social progress.
- To expect all students to participate and put forth effort in order to expand their education and earn a passing grade.
- To be familiar with school policies, rules and regulations.
- To inform parents through progress reports, report cards, and conferences about the academic progress and behavior of their child.
- To conduct a well-planned and effective classroom program.
- To initiate and enforce a set of classroom rules, consistent with the school's discipline policies.
- To keep assignments, grading, and attendance current in CoolSIS.
- To have administrative support for discipline in and outside the classroom. To explain the Student Code of Conduct and Bullying Policy to their students.
- To enforce the Student Code of Conduct and Bullying Policy in a consistent manner.
- To function as a positive role model for their students.
- To contact parents as deemed necessary to enforce the Student Code of Conduct and to maintain parent/guardian involvement.

Administrators' Rights and Responsibilities:

- The right to address the Board of Trustees on any issue.
- To hold students to strict accountability for any disorderly conduct in school or around school.
- To take appropriate action in dealing with students who choose not to follow the rules.

- To recommend in-school suspension, suspension, or expulsion as the situation demands.
- To provide rich leadership that will establish, encourage and promote effective teaching and learning.
- To be familiar with school policies, rules and regulations.
- To establish, promote, and enforce school rules that facilitate effective learning and positive habits and attitudes of excellent citizenship among students.

POLICIES AND PROCEDURES

As a student at MPS, you are required to abide by and respect all rules and regulations in the handbook, both on and off campus. The handbook was established to maintain a safe and healthy school environment conducive to learning. Students who choose to not follow these rules will receive disciplinary action.

I. ACADEMIC POLICIES

A. GENERAL GUIDELINES

Grading:

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At MPS course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course.

Course report card grades are based on [performance and practice assessments, as can be seen in the following table.](#)

<u>Category</u>	<u>Subcategories</u>
<u>Performance Assessments</u> <i>(Summative)</i> 70%	<ul style="list-style-type: none"> ▪ <u>Unit assessments</u> <i>(no more than 50%)</i> ▪ <u>Benchmark assessments</u> <i>(no more than 30%)</i> ▪ <u>Final assessment</u> <i>(no more than 30%)</i> ▪ <u>Performance tasks</u> <i>(Projects, portfolios, essays, artwork, visual representations, models, multimedia, oral presentations, live or recorded performances, labs, etc.)</i>
<u>Practice Assessments</u> <i>(Formative)</i> 30%	<ul style="list-style-type: none"> ▪ <u>Independent practices</u> ▪ <u>Daily assignments</u> ▪ <u>Classwork</u> ▪ <u>Homework</u> <i>(no more than 15%)</i> ▪ <u>Warm-ups</u> ▪ <u>Reviews</u> ▪ <u>Quizzes</u>

Aligned with the above grading guidelines, each department will work with the Department Chair and the Dean of Academics to develop specific and consistent weights for each grading subcategory, to be shared with parents and students.

Teachers will create reasonable number of assignments for each subcategory in their grading system. Teachers will provide students with access to course material, homework assignments, projects, and students' grades through CoolSIS, the school information system, and update CoolSIS records daily/weekly.

in-class performance tasks (assessments, projects, assignments, and classroom participation), homework, responsibility, and in some instances, additional discretionary components. Each department will work with the Department Chair in conjunction with the School's Dean of Academics to develop specific and consistent weights for each component, to be shared with parents and students.

Homework:

Homework is essential to success at MPS. Doing homework will help students develop many valuable skills such as good study habits, time management, responsibility, and perseverance. Teachers will assign homework that will foster individual learning and growth that is appropriate for the subject area. Homework is part of all student evaluations. It is the student's responsibility to complete and turn in homework on time. If the student or parent has questions about homework, s/he should immediately contact the teacher who assigned it.

Generally, all homework assignments will be posted online, either on teacher/class web pages or on the school information system, CoolSIS, which will be accessible to the parents/guardians by using an authenticated password. The password will protect confidentiality and allow parents/guardians to access their children's academic records. CoolSIS is not intended to replace contacting parents for regular conferences to discuss student progress.

Final Assessments/Exams:

All academic classes will have cumulative final assessments/exams at the end of each semester. These final assessments may be in different forms such as test, essay, project, book report, etc. depending on individual teachers' discretion upon approval by the MPS

administration. All students are required to take these final assessments. Cumulative assessments are part of the college preparatory culture; these assessments will help students learn how to study more effectively, as well as improve their retention of the subject content.

Make-up Procedures - Incomplete Grades:

Every effort should be made for a student to make-up work as soon as possible when returning to school from an absence or series of absences. If a student fails to complete a significant number of performance and/or homework tasks due to absence or other extraordinary circumstances, a grade of Incomplete (I) may be assigned with administrative approval. If the necessary performance and/or homework tasks are not complete by the end of the following marking period, the report card grade will revert to the earned numeric grade. In the final marking period, an Incomplete (I) will revert to the earned numeric grade if not complete by a date agreed upon by the teacher and administrator.

Course Withdrawals:

Students may withdraw from a course without penalty of an F grade within 15 school days from the beginning of the course. After 15 days, students must remain in the course until its conclusion. Proof of extenuating circumstances must be provided for any late requests to be considered.

Class Change:

During the first 5 school days from the beginning of the course, students will attend the classes they are assigned and/or they signed up for; no changes will be allowed unless there is a scheduling error on the student's schedule. After the first 5 days, if necessary academic changes arise, students will have 10 school days to complete changes. After 15 days, students must remain in the course until its conclusion. Proof of extenuating circumstances must be provided for any late requests to be considered.

Scheduling errors will receive immediate attention by the Dean of Academics. The following are considered scheduling errors: missing a class period, double up of courses in the same period, missing a course needed for graduation, student has not met the prerequisite for a course, etc.

The School will not consider schedule changes for the following reasons: to be with friends, to change teachers, athletics, early/late arrival

adjustments, etc. Class change is at the discretion of the school administration.

B. ELEMENTARY SCHOOL GRADING SYSTEM

MPS will follow the standard scale below to assign percentages/proficiency level for semester work. Individual teachers will establish grading policies and procedures for their classes, and their grades will correspond with this scale. Each teacher will give written policies to students the first week of school.

Percentage	Proficiency Level
90% - 100%	Advanced
80% - 89%	Proficient
70% - 79%	Basic
60% - 69%	Below Basic
0% - 59%	Far Below Basic

Elementary School Grade Promotion:

The following is MPS' policy regarding the retention of pupils in grades K–5:

- Grades K–2: Any student who is not at benchmark based on (1) reading benchmark assessments or (2) math benchmark assessments or (3) report card grades;
- Grades 3–5: Students who fail to achieve the minimal level of proficiency (BASIC) in accordance with SBE Section 60648 on MAP tests and/or Smarter Balanced tests in Mathematics or ELA/Literacy;
- Grades K-5: Any student who is more than one year behind grade level in mathematics or reading and language arts as determined by the MAP assessments.
- Kindergarten students will be retained only if the teacher and parent are in agreement that retention is the best intervention to ensure student success.

An identified student who is performing below the minimum standard for promotion shall be recommended by the student's teacher for retention in the current grade unless the

student's teacher determines in writing that retention is not the appropriate intervention for the student's academic deficiencies. The teacher's recommendation to promote is contingent upon a detailed plan to correct deficiencies. At MPS, the following steps will be taken prior to a student's being retained:

- A letter shall be sent to the student's parent(s) or guardian(s) by May 1st of each school year informing them that their child is at risk of retention.
- The teacher's evaluation shall be provided to and discussed with the student's parent(s) or guardian(s) and the principal before any final determination of pupil retention. The parent(s)/guardian(s) are informed at that meeting that their child is recommended for retention. This meeting is documented with an academic support plan signed by both the teacher and parent/guardian.
- The principal shall make a decision regarding the recommended retention. Upon the acceptance or rejection of the above stated reports by the principal, a letter shall be sent within five school days to formally inform the student's parent(s) or guardian(s) of the principal's decision regarding the retention.
- The parent(s) or guardian(s) shall have the right to appeal the decision to the Chief Academic Officer (CAO) of Magnolia Public Schools (MPS). If the decision of the CAO is not in agreement with the parent(s)/guardian(s), the latter have the right to appeal directly to the MPS Board of Directors. This meeting will take place at the next regularly scheduled board meeting or by direction of the board president. Or the Board may form a committee to review the appeal and make a recommendation to the Board for approval at the next regularly scheduled meeting.

The program design of MPS is to ensure that all children succeed. Students who are in jeopardy of retention are individually counseled and given extra help in their specific areas of concern, both in class and through intervention offerings.

Report Cards:

Student report cards create a succinct written record of student performance by compiling data from multiple assessments both formal and

informal. Report cards are one of several ways to keep parents informed about student performance and to ensure that data collection is regular and consistent. Report cards reflect student achievement toward state standards, and summarize narratives, anecdotal records, attendance data, and information about student participation in class and school life. Results of standardized tests are mailed separately as well as included in the student grade report with explanations designed to help students and parents interpret their relationship to other assessments.

MPS will use a standards-based report card that is aligned with the California State Standards (CST). For each academic content area, students are scored on a 1–5 scale, which mirrors the CST scores. ELD also uses the 1–5 scale, but the scores mirror the CELDT scores. The guidelines for all content areas indicate the Proficient Level. Proficient is considered at grade level. To receive a Proficient (4), the expectation is that the student has mastered all the standards indicated in the guidelines for that marking term.

Students will receive a report card two times a year. At the end of each semester, teachers will arrange a conference to discuss the report card with every parent/guardian. End-of-the-year conferences are prioritized for parents/guardians of students not making progress, low-achieving students, and those being retained. Other parents/guardians are also encouraged to attend teacher conferences at the end of the year.

Ongoing communication between teachers, parents, and students is an essential component of MPS. In addition to progress reports, report cards, and assessment reports, newsletters are distributed monthly and grade-level meetings occur monthly. Parents can conference with teachers on an informal basis weekly or monthly, and on a formal basis three times per year, to discuss students' progress reports and proficiency levels. Back to School Nights and Open House also take place each year.

C. MIDDLE & HIGH SCHOOL GRADING SYSTEMS

Grading scale:

MPS will follow the standard scale below to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses, 4.5 (Honors weighted) scale for Honors

courses, and a 5.0 (AP weighted) scale for AP and approved college courses.

Individual teachers will establish grading policies and procedures for their classes, and their grades will correspond with this scale. Each teacher will give written policies to students the first week of school.

Courses at MPS have passing grades that are outlined in the below grading scale, with a minimum passing score of 70%.

Numerical Grade	Letter-Grade Equivalent	Grade-Point Eqv.	Grade-Point Eqv.	Grade-Point Eqv.
		Unweighted	Honors Weighted	AP Weighted
<u>98 – 100</u>	<u>A+</u>	<u>4.0</u>	<u>4.5</u>	<u>5.0</u>
<u>93 – 97</u>	<u>A</u>	<u>4.0</u>	<u>4.5</u>	<u>5.0</u>
<u>90 – 92</u>	<u>A-</u>	<u>3.7</u>	<u>4.2</u>	<u>4.7</u>
<u>87 – 89</u>	<u>B+</u>	<u>3.3</u>	<u>3.8</u>	<u>4.3</u>
<u>83 – 86</u>	<u>B</u>	<u>3.0</u>	<u>3.5</u>	<u>4.0</u>
<u>80 – 82</u>	<u>B-</u>	<u>2.7</u>	<u>3.2</u>	<u>3.7</u>
<u>75 – 79</u>	<u>C+</u>	<u>2.3</u>	<u>2.8</u>	<u>3.3</u>
<u>70 – 74</u>	<u>C</u>	<u>2.0</u>	<u>2.5</u>	<u>3.0</u>
<u>Below 70</u>	<u>F</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>

Assignment grades:

Teachers will create reasonable number of assignments for each subcategory in their grading system and assign a weight to each assignment. The weight of an assignment depends on its importance relative to the other assignments in the same subcategory. Students will receive numerical grades for each graded assignment and the student's final semester grade will be a weighted average of the assignment grades, scaled to a maximum of 100 points. CoolSIS will automatically convert student's final numerical grade to a final letter grade according to the scale in the above table.

Minimum passing score for each course at Courses at MPS have passing grades that are

Numerical Grade	Letter-Grade Equivalent	Grade-Point Eqv. Unweighted	Grade-Point Eqv. Honors Weighted	Grade-Point Eqv. AP Weighted
98-100	A+	4.0	4.5	5.0
93-97	A	4.0	4.5	5.0
90-92	A-	3.7	4.2	4.7
87-89	B+	3.3	3.8	4.3
83-86	B	3.0	3.5	4.0
80-82	B-	2.7	3.2	3.7
75-79	C+	2.3	2.8	3.3
70-74	C	2.0	2.5	3.0
Below 70	F	0.0	0.0	0.0

[MPS promotes use of numerical grades for grading accuracy and our teachers typically use numerical grades when grading student assignments. In the case that a letter grade or a check grade system is used for an individual assignment, CoolSIS will convert those grades to numerical grades according to the following conversion table.](#)

Letter Grade	Converted to Numerical Grade	Check Grade	Converted to Numerical Grade
A+	100	✓+	100
A	97	✓	85
A-	92	✓-	70
B+	89	✗	50
B	86		
B-	82		
C+	79		
C	74		
F	50		

No

be a



“D” Policy:

There will not be a “D” grade option in the grading scale. The primary concern of MPS is the educational success of our students. This policy will allow for MPS to maintain a high standard throughout its program and ensure that MPS students remain competitive, especially in the area of college and scholarship applications.

[For High School Only]: The “No D Policy” applies to all students in grades 9-12 effective of 2012-13 school year. Students who have earned credits at MPS with a “D” grade prior to 2012-13 school year will keep their credits and do not have to make up credits for any previously passed course at MPS. Also courses transferred from another accredited school will appear on student’s transcript as they are and “D” will be accepted as a passing grade for all transferred courses. Therefore, the “No D Policy” does not negatively impact graduation.

Determining Final Grades:

Middle School: In grades 6 through 8, for year-long courses, the numerical grades of two semesters will be averaged to determine an end-of-the-year grade. The average numerical grade will then be converted to a letter-grade and grade-point equivalent for GPA calculations.

To earn course credit, the end-of-the-year grade for the class must be at least a “C” (=2.0) or the second semester grade should be at least a “B-” (2.7).

High School: In high school, course grades are semester-based and credit is granted at the end of each semester. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course. MPS high school grade promotion policy is based on each semester grade and not on yearly average of two semester grades.

Middle School Grade Promotion:

Criteria: To be promoted to the next grade, a middle school student must have a 2.0 grade point average (GPA) and passing end-of-the-year grades in all core courses before the start of the next school year.

Courses at MPS have passing grades that are outlined in the below grading scale, with a minimum passing score of 70%.

Core Courses: Core courses are Math, Science, English Language Arts, and History/Social Science.

Grade Retention: Students who fail three or more core courses at the end of the year will repeat the grade and not be eligible for the MPS Intensive Home Study Summer packet program.

Summer School: Students who fail one or two core courses at the end of the year can attend summer school at a public school or, if available, can participate in the MPS-Intensive Home Study Program (MPS-IHSP) to make up failed core courses during summer. Students who attend-perform successfully at MPS-IHSP will receive a maximum-passing grade of "C" as their final grade on their transcript for that course. Student transcripts will be updated to include summer grades and GPA will be recalculated. If during the summer, a student earns a passing grade for the failed core courses and have a recalculated GPA of at least a 2.0, he or she may be promoted to the next grade.

Participation in Promotion Activities/ Ceremony: In order for students to participate in any promotion activities they must fulfill all the promotion requirements and not be on suspension, or recommended for expulsion at the time of the Promotion Ceremony.

High School Grade Promotion:

Criteria: To be promoted to the next grade, a high school student must have a 2.0 grade point average (GPA) and the minimum required credits described below before the start of the next school year.

Student transcripts will be updated to include summer grades and GPA will be recalculated. If students have the minimum required credits and at least a 2.0 recalculated GPA, they will be promoted to the next grade.

Core Courses: Core courses are Math, Science, English, and History/Social Science.

Minimum required credits:

To be enrolled in grade 10, a student must have a minimum of 50 credits, including at least 20 credits in core courses.

To be enrolled in grade 11, a student must have a minimum of 100 credits, including at least 50 credits in core courses.

To be enrolled in grade 12, a student must have a minimum of 150 credits, including at least 90 credits in core courses.

A student's grade level placement remains the same for an entire school year.

Participation in Senior Activities/ Graduation Ceremony: In order for students to participate in any senior activities they must have a total of 150 credits at the beginning of the first semester and/or 180 credits at the beginning of the second semester of their senior year. In addition, students have to fulfill all the graduation requirements and not be on suspension, or recommended for expulsion at the time of the Graduation Ceremony.

Honor Roll/High Honor Roll:

At the end of each semester MPS publishes the honor rolls for students.

Honors and High Honors are awarded to all students with a semester GPA of 3.00-3.49 (Honors) and 3.50+ (High Honors). Students must pass all classes to make the semester honor rolls.

Grade requirement for school team participation:

All students are required to maintain a "C" or better in all classes to play/participate on a school team.

[For High School Only] Cumulative GPA:

A cumulative GPA is calculated for all high school level courses based on the number of credits received and their grade point equivalencies. Cumulative GPAs are used to determine class rank and graduation honors, eligibility for National Honor Society, by colleges as part of the admission criteria, by many scholarship and grant providers, and occasionally, by employers. This information is reported to parents on the student's high school transcript. The high school transcript is a record of all final course grades received for high school courses.

D. HIGH SCHOOL GRADUATION REQUIREMENTS

MPS believes that students need to have physical and mental experience in high school, which includes academic, life skills, and applied experiences. MPS meets and exceeds the admission requirements of all four-year universities including University of California.

Students must meet the following requirements to graduate from MPS:

Credit Requirement: Currently, every student must earn a total of 210 semester credits in grades 9 through 12 in order to receive a high school diploma. (See section "High School Credit Earned in Middle School" for middle school courses identified for high school credit.) Each high school course at MPS is semester based and worth 5 credits. Students need to have an end-of-the-semester final grade of at least a "C" (=2.0) to earn credit for the course. Credit is awarded on the basis of student participation, mastery of subject matter, and/or attainment of skills.

Specific Course Requirements: The following table lists courses required in order to graduate from MPS.

Diploma Types: MPS offers three different high school diploma types: **Standard (S), Advanced (A), and Honors (H)**. Each diploma has minimum requirements that meet and exceed the state graduation requirements and the "a-g" subject requirements of California's four-year public universities. Students are always welcome, and often encouraged, to exceed these minimum requirements. (The advanced and honors diploma types will apply to the class of 2017 – students who are entering the 9th grade during the 2013-14 school year.)

Grade requirement for school team participation:

All students are required to maintain a "C" or better in all classes to play/participate on a school team.

[For High School Only: Cumulative GPA:

A cumulative GPA is calculated for all high school level courses based on the number of credits received and their grade point equivalencies. Cumulative GPAs are used to determine class rank and graduation honors; eligibility for National Honor Society, by colleges as part of the admission criteria, by many scholarship and grant providers, and occasionally, by employers. This information is reported to parents on the student's high school transcript. The high school transcript is a record of all final course grades received for high school courses.

California High School Exit Exam (CAHSEE):

Students will be required to pass the CAHSEE in order to receive a MPS Diploma. Letter of completion will be given to students who do not pass the CAHSEE.

Math Requirement: MPS math requirements are threefold:

1) Credit requirements: MPS requires at least 30 semester credits of math for a standard diploma and 40 semester credits of math for an advanced or honors diploma. Some of these credits can be earned in middle school. (See section "High School Credit Earned in Middle School" for middle school courses identified for high school credit.)

2) Year requirements: MPS requires students to be enrolled in a math course for at least two years in grades nine through twelve for a standard diploma (*state requirement*) and at least three years in grades nine through twelve for an advanced or honors diploma. For example; a student may take Algebra-I in seventh grade, Geometry in eighth grade, and Algebra II in ninth grade. The student still needs to take one more year of math for a standard diploma and two more years of math for an advanced or honors diploma.

3) Course requirements: Students need to complete three years of math courses that include the topics covered in elementary

MPS Graduation Requirements

Subject Area	Requirements	Diploma Types		
		S	A	H
(a) History / Social Science	Three years, including World History, U.S. History, American Government/Economics	30	30	30
(b) English	Four years of approved courses	40	40	40
(c) Mathematics	Three years of math courses that include the topics covered in elementary and advanced algebra and two-and-three dimensional geometry. Integrated math courses fulfill this requirement. <i>(Four years recommended)</i>	30	40	40
(d) Science	Two years with lab required; lab chosen from Biology, Chemistry, and Physics <i>(Three years recommended)</i>	20	30	40
(e) Language Other Than English	Two years in same language required. <i>(Three years recommended)</i>	20	20	30
(f) Visual & Performing Arts	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art	10	10	10
(g) Electives*	Additional courses in Social Science, English, Mathematics, Science, Language Other Than English, Visual & Performing Arts, Computers & Technology <i>(20-30 credits of electives required depending on diploma type)</i>	30	30	20
Physical Education	Two years	20	20	20
Computers & Technology	One year	10	10	10
Total Required Credits		210	230	240
AP* Course /College Credit Requirements	AP or college courses can be taken to meet minimum course requirements or as elective. This is not required for a standard diploma.	N/A	20	30
Other Requirements	CAHSEE	√	√	√
	Minimum Cumulative GPA	2.00	3.25	3.50
	Reg. Service Learning Hrs.	N/A	40	40

and advanced algebra and two-and-three dimensional geometry before graduation. Integrated math courses fulfill this requirement.

Service Learning: Completing 40 hours of community service before graduation is no longer a high school graduation requirement for a standard diploma beginning with the class of 2013. However, MPS encourages students to engage in community service to develop and demonstrate crucial life skills. This will help students gain "real life" experience and develop responsibility, caring and respect for the community. Therefore, students will be required to earn 40 hours of community service before graduation for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.

Cumulative GPA: MPS requires a minimum of 2.00 cumulative GPA for graduation, 3.25 for an advanced diploma, and 3.50 for an honors diploma.

High School Credit Earned in Middle School: Students who take high school courses in middle school have the option to have these courses counted toward graduation. These courses must have the same expectations, curriculum and final exams as the equivalent courses taught in high school. Also, the students must have passed these courses and the final exams of these courses, and performed at or above Proficient on the end-of-course state standardized test, if applicable. Students who choose to have their middle school courses counted toward graduation need to consult with the school administration since these courses need to be reflected on the student's high school transcript. Grades from such courses will not be included in cumulative GPA calculations.

The following middle school courses have been identified for high school credit: Mathematics (Algebra I, Geometry, Integrated Mathematics 1, and any high school level mathematics course), Computers & Technology (approved high-school level courses), and Language Other Than English (LOTE). For middle school LOTE course(s), one year of high school credit will be given for each different language if students demonstrate proficiency by passing the courses and the final exams of these courses (or a LOTE proficiency test provided by the School). Magnolia Public Schools Home Office ("Home Office") has the final authority to decide which middle school courses will be counted toward graduation.}

HIGH SCHOOL GRADUATION REQUIREMENTS

MPS believes that students need to have physical and mental experience in high school, which includes academic, life skills, and applied experiences. MPS meets and exceeds the admission requirements of all four-year universities including University of California.

Students must meet the following requirements to graduate from MPS:

Credit Requirement: Currently, every student must earn a total of 210 semester credits in grades 9 through 12 in order to receive a high school diploma. (See section "High School Credit Earned in Middle School" for middle school courses identified for high school credit.) Each high school course at MPS is semester based and worth 5 credits. Students need to have an end-of-the-semester final grade of at least a "C" (=2.0) to earn credit for the course. Credit is awarded on the basis of student participation, mastery of subject matter, and/or attainment of skills.

Diploma Types: MPS offers three different high school diploma types: **Standard (S), Advanced (A), and Honors (H)**. Each diploma has minimum requirements that meet and exceed the state graduation requirements and the "a-g" subject requirements of California's four-year public universities. Students are always welcome, and often encouraged, to exceed these minimum requirements. (The advanced and honors diploma types will apply to the class of 2017 students who are entering the 9th grade during the 2013-14 school year.)

Specific Course Requirements: The following table lists courses required in order to graduate from MPS.

California High School Exit Exam (CAHSEE): Students will be required to pass the CAHSEE in order to receive a MPS Diploma. Letter of completion will be given to students who do not pass the CAHSEE.

Math Requirement: MPS math requirements are threefold:

1) **Credit requirements:** MPS requires at least 30 semester credits of math for a standard diploma and 40 semester credits of math for an advanced or honors diploma. Some of these credits can be earned in middle school. (See section "High School Credit Earned in Middle School" for middle school courses identified for high school credit.)

MPS Graduation Requirements				
Subject Area	Requirements	Diploma Types		
		S	A	H
(a) History/ Social Science	Three years, including World History, U.S. History, American Government/Economics	30	30	30
(b) English	Four years of approved courses	40	40	40
(c) Mathematics	Three years, including Algebra I, Geometry, and Intermediate Algebra (Algebra II) (Four years recommended)	30	40	40
(d) Science	Two years with lab required; lab chosen from Biology, Chemistry, and Physics (Three years recommended)	20	30	40
(e) Language Other Than English	Two years in same language required. (Three years recommended)	20	20	30
(f) Visual & Performing Arts	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art	10	10	10
(g) Electives*	Additional courses in Social Science, English, Mathematics, Science, Language Other Than English, Visual & Performing Arts, Computers & Technology (20-30 credits of electives required depending on diploma type)	30	30	20
Physical Education	Two years	20	20	20
Computers & Technology	One year	10	10	10
Total Required Credits		210	230	240
AP ² Course/College Credit Requirements	AP or college courses can be taken to meet minimum course requirements or as elective.	N/A	20	30
Other Requirements	CAHSEE	↕	↕	↕
	Minimum Cumulative GPA	2.00	3.25	3.50
	Req. Service Learning Hrs.	N/A	40	40

~~2) Year requirements:~~ MPS requires students to be enrolled in a math course for at least two years in grades nine through twelve for a standard diploma (*state requirement*) and at least three years in grades nine through twelve for an advanced or honors diploma. For example, a student may take Algebra I in seventh grade, Geometry in eighth grade, and Algebra II in ninth grade. The student still needs to take one more year of math for a standard diploma and two more years of math for an advanced or honors diploma.

~~3) Course requirements:~~ Students need to complete Algebra I, Geometry, and Intermediate Algebra (Algebra II) before graduation.

~~Service Learning:~~ Completing 40 hours of community service before graduation is no longer a high school graduation requirement for a standard diploma beginning with the class of 2013. However, MPS encourages students to engage in community service to develop and demonstrate crucial life skills. This will help students gain "real life" experience and develop responsibility, caring and respect for the community. Therefore, students will be required to earn 40 hours of community service before graduation for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.

~~Cumulative GPA:~~ MPS requires a minimum of 2.00 cumulative GPA for graduation, 3.25 for an advanced diploma, and 3.50 for an honors diploma.

~~High School Credit Earned in Middle School:~~ Students who take high school courses in middle school have the option to have these courses counted toward graduation. These courses must have the same expectations, curriculum and final exams as the equivalent courses taught in high school. Also, the students must have passed these courses and the final exams of these courses, and performed at or above Proficient on the end-of-course state standardized test, if applicable. Students who choose to have their middle school courses counted toward graduation need to consult with the school administration since these courses need to be reflected on the student's high school transcript. Grades from such courses will not be included in cumulative GPA calculations.

The following middle school courses have been identified for high school credit: Mathematics

(Algebra I, Geometry, and any high school level mathematics course), Computers & Technology (approved high school level courses), and Language Other Than English (LOTE). For middle school LOTE course(s), one year of high school credit will be given for each different language if students demonstrate proficiency by passing the courses and the final exams of these courses (or a LOTE proficiency test provided by the School). Magnolia Public Schools Central Office (MPSCO) has the final authority to decide which middle school courses will be counted toward graduation.

Credit Acceptance: Students transferring to MPS from another accredited school, private or public, a home school, or an alternative school, will receive credit toward graduation for courses successfully completed in the sending school. These courses will appear on student's transcript as they are transferred and will be included in cumulative GPA calculations. Upon review and approval by the school administration, students transferring to MPS from a non-accredited school may receive credit toward graduation within the following guidelines: Documentation must be provided to MPS by the sending school as to the course of study the student followed, materials used, course description, total number of contact hours per course, grading criteria, teacher name and qualifications, student work or projects, and scores of any standardized tests the student has taken. Grades from such courses will not be included in cumulative GPA calculations.

Normally, students may not retake courses that they have already passed and for which they have earned credit. Credit is not awarded for classes repeated to raise a grade unless the grade previously earned was a Fail (F) or Incomplete (I). However, the school administration reserves the right to final decision in case of any extenuating circumstances. Extenuating circumstances may include foreign transcripts, transcripts from non-accredited schools, college courses, ESL/ELD courses, and other approved courses on a case-by-case basis. Please consult with the school administration. If the school administration allows repeat of a course for extenuating circumstances, MPS will use the new grade when calculating the student's GPA. However, the repeated grade will not be used in calculating the "a-g" GPA for UCs if a student repeats a course used to satisfy the "a-g"

requirement in which the student originally earned a grade of C or higher.

Credit Recovery: A high school student who fails a course at MPS is expected to take full responsibility for their personal credit recovery process. Following are some recovery options:

Summer School: Students can take a summer school course at any public school to recover missing credits. MPS may offer summer school depending on student needs and availability of teachers and resources.

Online Courses: Students who are credit deficient may enroll in accredited online courses to recover missing credits. Some examples to accredited online course providers are: APEX Learning, FuelEd, BYU, etc. College advisor's approval is necessary in order for the grade of an online course to be included in cumulative GPA calculations.

College Dual Enrollment: Students may enroll in a post-secondary course creditable toward high school completion. College advisor's approval is necessary in order for the grade of a college course to be included in cumulative GPA calculations.

Advanced Placement (AP) Courses: MPS will offer Advanced Placement (AP) classes depending on student needs/demands and availability of teachers and resources. AP courses are college-level courses, taught with college textbooks and exams that can give students college credit in the form of advanced standing when they enter their freshman year. Students have to pass the corresponding AP test in order to get college credit.

Dual Enrollment: Dual enrollment is a program that allows eligible high school students to enroll in a college course. Dual enrollment eliminates duplication of coursework between high school and college and allows students to earn their college degree in less time, save money, and experience the college environment. Junior and senior high school students who have demonstrated academic, personal and social maturity are welcome to apply. Students should visit their high school college advisor prior to the beginning of the semester to seek permission for enrolling and complete a dual enrollment registration / parent consent form.

If a student wishes to receive high school credit for a college class, a 3.0 unit or more one-semester college class will earn one semester of high school credit (5.0 credits). To determine

how a college course fulfills a high school requirement see your high school college advisor. College advisor's approval is necessary in order for the grade of a college course to be included in cumulative GPA calculations. Academic college courses that meet the University of California "a-g" requirements will be given a weighted grade point on the high school transcript and included in cumulative GPA calculations.

All students in grades 11 and 12 are required to be enrolled in at least five courses at MPS each semester. This includes students who are enrolled part time in classes of the CSU, UC or a community college and for which academic credit will be provided upon satisfactory completion of enrolled courses.

Counseling programs:

MPS offers a comprehensive counseling and guidance program addressing personal/social, career, and academic needs for all grades. Students may sign up to see the counselor at any time to discuss personal or academic concerns. Social skills, career, and college planning lessons will be provided by the counselor at various times throughout the school year depending on grade level, need etc. The counseling office provides the following resources:

- Academic advising
- College planning resources
- Scholarship information
- SAT/ACT/CAHSEE test dates and materials
- Career planning resources
- Conflict resolution
- Family resources
- Counseling resources

Students who wish to see the counselor can make an appointment. Parents are always welcome to make an appointment to see the counselor. All information discussed is confidential except when it involves your safety or the safety of someone else.

MPS adheres to the National Counseling Standards. The standards are as follows:

Academic Development

Standard A: Students will acquire the attitudes, knowledge, and skills that contribute to effective learning in school and across the life span.

Standard B: Students will complete school with the academic preparation essential to choose from a wide range of substantial post-secondary options, including college.

Standard C: Students will understand the relationship of academics to the world of work and home and community life.

Career Development

Standard A: Students will acquire the skills to investigate the world of work in relation to knowledge of self and to make informed career decisions.

Standard B: Students will employ strategies to achieve future career success and satisfaction.

Standard C: Students will understand the relationship between personal qualities, education and training, and the world of work.

Personal/Social Development

Standard A: Students will acquire the attitudes, knowledge, and interpersonal skills to help them understand and respect self and others.

Standard B: Students will make decisions, set goals, and take necessary action to achieve goals.

Standard C: Students will understand safety and survival skills.

PSAT/NMSQT Tests & Applications:

MPS is dedicated to providing a comprehensive college preparatory program that facilitates students' ambitions to pursue higher education at the nation's top universities and colleges. As part of this process, grades 9 through 11 are required to take the PSAT/NMSQT test in Fall.

PSAT/NMSQT stands for Preliminary SAT/National Merit Scholarship Qualifying Test. It is a standardized test that provides firsthand practice for the SAT Reasoning Test.™ It also gives the students a chance to enter National Merit Scholarship Corporation (NMSC) scholarship programs.

The PSAT/NMSQT measures:

- critical reading skills;
- math problem-solving skills; and
- writing skills.

The most common reason for taking the PSAT/NMSQT is for the students to receive feedback on their strengths and weaknesses on skills necessary for college study. Students can then focus their preparation on those areas that

could most benefit from additional study or practice.

~~College Board (test maker) charges a fee for the PSAT/NMSQT test and is \$14. Each student is responsible for paying this fee, which is charged by the College Board (test maker).~~ Economically disadvantaged families may qualify for a fee waiver. Parents should contact MPS administration to request a fee waiver. Each case will be evaluated on an individual basis.

E. ATTENDANCE

Attendance is extremely important for student success. Our research indicates a significant positive correlation between student attendance and achievement. Members of MPS's professional staff will encourage and support student attendance. However, parents and legal guardians have the primary responsibility.

Every student is required to be in school, in each class, on time, and in their seat before the bell rings. It is required by law that every parent or guardian of any minor between the ages of 6 and 18 make sure that the minor child attends school.

A parent must inform the main office via phone of their child's absence the morning of the absence and/or send a note the day the student returns to school. If the student returns to school without a note and no phone call was received, s/he will be marked TRUANT. The student will have **two days** to bring in a note to change this to an excused absence.

Teachers have the right to fail a student with excessive absences. When a student misses 10 full days (unexcused), he or she may not be allowed to participate in any extracurricular activities or the promotion/graduation ceremony for

graduates. Special circumstances with documented explanations should be reviewed with the administration. Parent/Guardian notes can only be accepted for up to nineteen (19) days. If a student misses twenty (20) days or more without an acceptable note from a doctor or official authority they may fail the course and/or grade.

Absences:

MPS recognizes two kinds of absences and tardiness: excused and unexcused. Please read through the definitions of each carefully. In the event of an excused absence, students maintain responsibility for homework, quizzes, and tests. In addition, there are consequences for unexcused absences.

1. Excused absences:

Parent or guardians must explain each absence in writing and sign it and/or call the office. An excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

Personal illness:

Parent or guardian must call the school each morning the student stays home due to illness. Upon returning to school the student must bring a note from a parent or guardian to the main office.

Illness in the Family or Death of a Relative:

In the case of illness in the family or death of a relative, the parent or guardian should call the office to explain the situation and the estimated time of absence. Upon returning to school, the student must bring an explanatory note from the parent or guardian. It is the parent and student's responsibility to inform the teachers of the estimated time of absence.

Observance of Religious Holidays:

Any student observing a religious holiday consistent with his/her creed or belief shall be excused from classes. The student must bring a note from their parent/guardian the day they return to school or we must receive a phone call from their parent/guardian on the day(s) of the absence.

Professional Appointments:

We encourage parents to schedule medical, dental, legal, and other necessary appointments outside school hours whenever possible. If this is not possible, students must bring a note

stating the time they are to be excused from school. In addition, parents must come to the office to pick up the student. They must sign the student out of school at that time.

Other excused absences include justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, attendance at religious retreats, attendance at an employment conference, on Take Our Daughters and Sons to Work Day, or all other reasons covered by the Education Code § 48205. Other reasons will be considered that are requested in writing, consistent with this handbook and approved by the school. If the excuse is not one of the valid excuses listed in the CA Ed Code or in this handbook, the school administrators are authorized to excuse school absences due to the pupil's circumstances.

2. Unexcused Absences:

Students will be marked unexcused if they:

- do not bring a written note within two school days, following an absence,
- leave school without signing out at the school office,
- are absent from class without permission, including walking out of class,
- are absent from school without parental permission,
- get a pass to go to a certain place but do not report there, and/or
- are absent for reasons **not acceptable** to the administration including but not limited to:
 - Not waking up on time
 - Transportation problems (missing the bus, traffic, car trouble, etc.)
 - Inclement weather
 - ~~Running On vacation or out of town~~
 - ~~Traffic~~
 - ~~Car trouble~~
 - ~~Did not wake up on time~~
 - Errands for family
 - ~~Miss the bus~~
 - Work
 - Babysitting
 - Hair appointment
 - Needed at home
 - Vacations or trips

Make up Work for Excused Absences:

An absence from school, even for several days, does not excuse students from responsibilities in the classroom. On the day of return, it is the students' responsibility to find out what work is required and when the work needs to be

completed. Students will be given the same number of days they were absent to make up missed work. For students with excused absences, make-up tests will be scheduled at a time designated by the teacher or as outlined in the teacher's syllabus. It is the students' responsibility to take the test at that time. If the student fails to do this, the teacher is not obligated to set another time for make-up. Please check teacher's syllabus and make sure for their individual policy.

Make up Work for Unexcused Absences:

If a student has an unexcused absence, any or all of the following may occur:

- Students may not be permitted to make up work following an unexcused absence.
- Teachers are not obligated to allow students to make up quizzes or tests.
- Students may receive an "F" or "zero" grade for the day in each class missed.

Emergency Leave:

Emergencies and other personal necessity absences:

While parents/guardians are discouraged from taking their child(ren) on extended vacations or leaves of absence outside the designated instructional days, there are circumstances in which a school principal may authorize or approve such time off. Such approval must take place prior to the absences.

Early Dismissal of Students from School:

- Early dismissal from school is an important issue. Because MPS is very concerned about students' safety and well-being, the following precautions will be taken to ensure students' safety.
- A student may be released before the end of a school day, only upon request of a parent or guardian or for emergency reasons.
- A student may be released only to a parent or guardian of record or to a properly identified person, authorized in writing by the parent or guardian to act on his/her behalf.
- A student may be released "on his/her own" only with verified parental permission.

No staff member shall permit or cause a student to leave school prior to the regular hour of dismissal except with the knowledge and approval of the principal and parent or guardian.

Truancy:

~~MPS shall consider any student truant if s/he is inexcusably absent from his/her assigned location without the knowledge of the parent or the school.~~

~~As stated in the California Education Code Section 48260.5, truancy is against the law. The education code also requires students to attend school until 18 years of age, or the completion of high school.~~

Consequences for Truancy:

- ~~Consequence: up to one day suspension at administration's discretion and completion of community service hours~~
- ~~Students who are more than 30 minutes late without a valid excuse three or more times are considered truant.~~
- ~~Students who regularly arrive late to school may be excluded from extracurricular activities, including proms, athletics and graduation ceremonies.~~
- ~~Every student that has three days of unexcused absence will be mailed a Truancy Letter.~~

~~When the student reaches the third Truancy Letter he/she will have a total of nine unexcused absences.~~

Tardiness:

A student is marked tardy when the student is not in class, or designated place as defined by the school, when the tardy bell rings signaling the time class is to begin.

Tardies are marked as excused, unexcused or truant.

The time that a tardy student arrived is to be documented in every instance. MPS requires that parents/guardians write a note of explanation when they have knowledge of their student's tardiness.

Three tardies in excess of 30 minutes constitute truancy and can be counted in combination with whole-day truancy to establish truant and habitual truant status.

Uncleared tardies shall be resolved in the same manner as uncleared absences.

After 20 tardies student will not be allowed to walk on stage for promotion/graduation.

~~A student who arrives 15 minutes after the period has started will remain in the assigned supervised location until the end of the period.~~

1. Excused Tardiness:

Students must have their parents or guardian write an explanatory note if they arrive late to the school. The student must report to the office when she or she arrives. If the student fails to do this, s/he will receive an unexcused tardy.

2. Unexcused Tardiness:

Tardiness to school and to class (whether the result of oversleeping, missing the bus, car problems, babysitting, athletic workouts, socializing or lingering in the halls) is unacceptable.

If a student arrives at school late but without a note, s/he will get a "late slip" for admittance to class. The student will have two days to bring in a note to change this to an excused tardy.

Consequences for Tardiness:

Habitual tardiness (defined as three unexcused tardies) for any class period will result in disciplinary action ranging from ~~detention~~ reflection to suspension including loss of privileges. Students who regularly arrive late to class may be excluded from extracurricular activities, including proms, athletics and graduation ceremonies.

Truancy:

As stated in the California Education Code Section 48260 (a), any student who is absent from school and/or tardy in excess of 30 minutes on 3 occasions in one school year without valid excuse or any combination thereof, is considered to be truant.

Any pupil is deemed a habitual truant who has been reported as a truant 3 or more times per school year and an appropriate district/school officer or employee has made a conscientious effort to hold at least one conference with the parent or guardian of the pupil and the pupil himself [Education Code 48262].

Habitual Tardy (Truant Status):

~~Truancy notifications shall be communicated to the parents/guardians of students.~~

- ~~Any unexcused tardy in excess of 30 minutes will be counted toward truancy.~~
- ~~Three tardies in excess of 30 minutes constitute truancy and can be counted in combination with whole day truancy to establish truant and habitual truant status.~~

Classification of Initial Truancy:

School staff shall classify and mail 1st Initial Truancy Notification as a formal notification that the student between the ages of 6-18 has accumulated three full days of unexcused absences or unexcused tardies of more than 30 minutes or any combination thereof in one school year and is being classified as truant (E.C. 48260).

Truant Repeat:

Any student who has once been reported as a truant as stated in Education Code, § 48260, and who is again absent from school without valid excuse one or more days or tardy on one or more days shall again be reported as a truant (Education Code, §48261). After providing parents/guardians the opportunity to respond to the Initial Truancy Letter, school staff shall mail a 2nd Truancy Notification and request a parent conference.

Classification of Habitual Truancy:

Upon the ~~fourth-fifth~~ unexcused absence or unexcused tardy of more than 30--minutes or any combination thereof, school staff shall mail 3rd Truancy as a formal notification requesting a parent conference.

~~School staff shall classify and mail 3rd Truancy Notification.~~ This letter notifies the parent/guardian that the student has been ~~re-~~classified as a habitual truant for being absent without a valid excuse five or more days, or tardy for more than any 30 minute period, during the school day without a valid excuse; ~~on five days or occasions (or any combination thereof).~~

An administrator or, designated staff shall hold at least one conference with a parent/guardian and the student prior to the student being reclassified as a Habitual Truant (E.C.48262). The notifications listed previously shall be mailed, prior to classifying a student as a Habitual Truant.

"All students shall comply with the regulations, pursue the required course of study, and submit to the authority of teachers of the school."

Education Code, § 48900 et seq-IMPORTANT NOTICE

Dear Parents/Guardians,

Your commitment to school attendance will

~~"All students shall comply with the regulations, pursue the required course of study, and submit to the authority of teachers of the school." Education Code, § 48900 et seq. Chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in~~

~~"All students shall comply with the regulations, pursue the required course of study, and submit to the authority of teachers of the school." Education Code, § 48900 et seq.~~ **IMPORTANT NOTICE**
Dear Parents/Guardians,
Your commitment to school attendance will

is a guideline of what expected from an MPS student:

Breakfast/Lunch Time:

Students must:

- Proceed to the eating area as instructed by MPS staff.
- Eat and finish their breakfast/lunch in the assigned area. No food should be eaten outside the designated areas.
- Wait patiently for their food, and follow the direction of the adults on duty.
- Clean up after themselves and dispose of their trash in the appropriate area.
- Remember that they are not allowed in the school building without a pass.
- Remember that restroom use is at the discretion of the security guard/supervisor staff. Students must carry a pass that is given to them by security guard/supervisor staff.

On Campus:

Students must:

- Stay in designated areas on-campus.
- Be courteous and respectful at all times to everyone.
- Not use profanity, lie, fight, gamble, possess inappropriate literature or material, or be involved in the abuse/harassment of others.
- Not use or have cellular phones turned on during school hours; students are allowed to use cellular phones **only** in the designated area after school. Phones should not be used during after school programs, such as tutoring.
- Remember that any electronic devices seen during class time will be confiscated and returned to the student's parents/guardians at the discretion of administration.
- Remember that gum chewing is not allowed anywhere on campus.
- Never ride bicycles, use roller blades or skateboards on campus nor bring them to class.
- Not leave campus without permission during school hours.
- Not use matches, lighters, or any type of explosive incendiary device on campus.
- Remember that **no electronic devices** such as CD/MP3/IPOD players may be visible or used on the campus grounds.
- Students are not allowed to loiter in the hallways.

II. DISCIPLINE POLICIES

Magnolia Public Schools Student Code of Conduct:

MPS is committed to excellence in academic instruction and in cooperating with parents/guardians to teach students the behaviors and skills that support social successes throughout life. To accomplish this goal, MPS is taking a proactive approach to teaching social skills as a significant component of the educational program. The curriculum includes teaching of the behaviors necessary for effective and satisfying social interaction in school, on field trips, in the community, and at home.

Uniform and Personal Appearance:

The uniform policy at MPS helps create a safe and orderly environment, instill discipline, and eliminate the competition and distractions caused by varied dress styles. Students are required to arrive in uniform every day except for "free dress days". Students will not be allowed to enter the school if they are not wearing the proper uniform.

All MPS students are required to wear the school uniform at all times including during the after school tutoring/activities. Refer to Student Uniform Policy on later pages.

A. EXPECTED STUDENT BEHAVIOR

Students should always remember that their behavior and actions at school and at school-sponsored activities are a reflection not only of themselves, but also of the school. The following

Assemblies:

Students must:

- Be courteous and quiet during the entire assembly.
- Be respectful to the presenter/speaker.
- Follow all teacher/staff directions.

Field Trips:

Students must:

- Be on their best behavior.
- Pay attention to the directives given by the moderator and trip leader.
- Follow all school rules pertaining to behavior.
- Wear MPS uniform unless authorized by administration.

Public areas: Hallways, Lunchroom & Restrooms:

Hallways, Lunchroom and Restrooms are areas used by all members of School. Students must:

- Use the halls, lunchroom, or restrooms only as needed and then move on to class.
- Eat only in the cafeteria or other designated area.
- Leave gum at home; chewing gum is strictly prohibited anywhere on campus.
- Maintain orderly conduct always; walk in the halls, lunchroom, or restrooms.
- Keep in mind that profanity and vulgar language at any level is unacceptable and is strictly prohibited in all areas and at school functions at all times.
- Limit excessive noise such as yelling, screaming or banging lockers while in these areas.
- Help keep the school clean by picking up after yourself and putting your belongings in their proper place.
- Respect others personal space and keep your hands to yourself even in play.
- Have a pass to be in the above areas during class time.
- Keep in mind that vandalism, littering, or graffiti in the school is prohibited and should be reported as this reflects poorly on everyone.
- Public displays of affection are prohibited.
- Bring only plastic and paper containers to school; all glass containers are prohibited on campus and will be confiscated.
- Be responsible and report any leaks, spills, or other problems in the bathroom to a teacher or the office.

- Be responsible for cleaning up after yourself, including the disposing of or the recycling of garbage.
- Have a hall pass if you are outside of the classroom during class time.
- Not visit with friends or interrupt another classroom.
- Not misuse the hall pass as it will result in loss of the hall pass privilege.
- Get a referral from your teacher before you go to the office. Do not use the hall pass.

Emergency Drills:

Fire drills, lockdowns, and evacuation drills are conducted periodically for everyone's protection and are required by law. During these drills it is imperative that students remain silent, follow instructions given by the staff, and carry out all directions in an orderly fashion.

Classroom:

Students must:

- Be seated and ready to begin their assignment when the bell rings.
- Be courteous to all teachers and students.
- Follow all school and classroom rules.
- Bring all necessary materials/supplies ready to work daily.

Classroom Procedures and Consequences:

Please check the teacher's syllabus for specific consequences which may include:

1. **In Class Warning**
2. **Student-Teacher Conference**
3. **Detention-Reflection / Parental Notification**
4. **Parent Conference**
5. **Office Referral & Administrative Disciplinary Procedures**

B. COOLSIS BEHAVIOR POINTS

[For Middle & High School Only]: Student behavior will be recorded on CoolSIS and students will receive the following rewards or consequences based on their behavior points.

Positive Rewards:

+5	Contact parent/guardian
+10	Lunch speed pass
+15	Treat
+20	One day free dress (pass will be given)
+25	Extended lunch period

+30	Two day free dress (pass will be given)
+35	VIP breakfast
+40	Entered in a raffle
+45	Free dress – every Friday for one month (pass will be given)
+50	VIP lunch and “Race to the top”
Negative Consequences:	
-5	Contact parent/guardian
-10	Loss of privileges
-15	Parent/guardian conference / Red slip*
-20	Behavior plan and lunch detention reflection
-25	Shadowed by parent/guardian for a day and one hour after school detention reflection
-30	Student improvement team
-35	Pending discipline Reflection Committee outcome
-40	Pending discipline Reflection Committee outcome
-45	Pending discipline Reflection Committee outcome
-50	Discipline Reflective hearing with discipline Reflection Committee, parent/guardian and student

*Students earn a positive CoolSIS point for receiving all acceptable marks and a signature on their red slip.

When a student receives negative twenty or more discipline entries recorded on CoolSIS, the MPS administration will arrange a meeting with that student and the parent to develop a behavioral plan. If the student fails to abide by the discipline tracker rules or an agreement between the administration, parents, and student, cannot be reached, the student will be referred to the School ~~Discipline~~ Reflection Committee.}

C. UNACCEPTABLE TYPES OF BEHAVIOR AND CONSEQUENCES

All students at MPS are entitled to the rights guaranteed by the United States Constitution and Bill of Rights, and their rights will not be knowingly denied by the required code of conduct or by any disciplinary actions taken by the school. Accordingly, after an analysis of each case, any student who exhibits any of the unacceptable student behaviors listed in this handbook may incur consequences. These consequences range from notification of parents, ~~detention~~reflection, to emergency

removal from a school activity, suspension, expulsion, and criminal prosecution.

MPS reserves the right to notify the authorities and the Department of Education as required by law relating to disciplinary actions taken. It is to be noted that MPS reserves the right to discipline any act that has a nexus with MPS or the school community. In other words MPS may discipline behavior at school or at a school-related or school-sponsored function or any activity or any act that has a negative effect on the school environment or that is performed with/on/by/via school equipment or school property.

The following tables delineate unacceptable types of behavior and possible consequences.

BEHAVIORAL EXPECTATIONS		
BE SAFE	BE RESPONSIBLE	BE RESPECTFUL
<ul style="list-style-type: none"> ◆ Keep hands to yourself. ◆ Ask for permission to use any equipment, resources or materials. ◆ Use equipment appropriately and for its intended use. ◆ Walk to and from class during transition periods. ◆ Report unsafe behaviors (e.g., bullying) ◆ Remain in assigned areas. ◆ Solve problems peacefully. ◆ If you are unsure of something, seek help from or ask an adult. 	<ul style="list-style-type: none"> ◆ Arrive to class on time and ready to work. ◆ Be on task. ◆ Be prepared each day with school materials. ◆ Give full effort in all work. ◆ Raise hand in class. ◆ Be in proper uniform. ◆ Follow classroom expectations. ◆ Throw away waste in proper receptacle. ◆ Keep campus clean. ◆ Sit in assigned seat. ◆ Respect school property and ask before borrowing other's property. ◆ Use restroom during non-class time. 	<ul style="list-style-type: none"> ◆ Follow the teacher's directions and use positive language with peers. ◆ Acknowledge one's mistakes and correct them. ◆ Be kind to others. ◆ Respect each other's differences. ◆ Respect other's property and personal space. ◆ Use a quiet, conversational voice. ◆ Use polite language such as thank you, you're welcome, and I'm sorry. ◆ If in disagreement, voice concerns respectfully and appropriately. ◆ Cooperate with adults and peers.
Level 1 Infractions		
<ul style="list-style-type: none"> ▪ Invading personal space ▪ Fighting and/or arranging altercations ▪ Antagonizing others ▪ Violation of school/class rules ▪ Horseplaying ▪ Violating off-limits/restricted area 	<ul style="list-style-type: none"> ▪ Habitually tardy and/or not being in assigned location ▪ Disrupting the learning environment/Off task ▪ Littering ▪ Not having proper materials, supplies, and/or equipment for class participation ▪ Inappropriate use of electronic devices ▪ Dress code violation 	<ul style="list-style-type: none"> ▪ Inappropriate language/actions (hurtful, vulgar, gossip, etc.) ▪ Violation of school/class rules ▪ Passive participation in hurtful acts/words against others ▪ Public display of affection (holding hands, kissing, hugging, etc.) ▪ Disrupting learning environment ▪ Refusing to cooperate and comply with school rules/personnel
Possible Corrective Strategies		
<p>Multiple strategies may be used depending on individual student's needs. Corrective strategies may include, but are not limited to:</p> <p>First Infraction:</p> <ul style="list-style-type: none"> • Re-teaching school behavior expectations • Having the student apologize and making amends with those affected <p>Repeated Infractions:</p> <ul style="list-style-type: none"> • Contact and/or confer with parent or legal guardian 		<ul style="list-style-type: none"> • Implement a Home to School and School to Home Communication System (e.g., CoolSIS) • Implement a behavior contract that includes expected student behavior, incentives for demonstrating expected behavior and consequences for infractions • Use of Positive Behavioral Interventions & Support (PBIS) services • Assigned reflection (lunch, after-school, Saturday, etc.) • Loss of privileges • Refer the student to the Reflection Committee

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Level 1	Level 2	Level 3
	Frequent repeat of level 1 behavior	Frequent repeat of level 1 or 2 behavior
<ul style="list-style-type: none"> ○ Hurtful words (stupid/shut up) ◆ Divisiveness (clique/gossip) Excessive talking at inappropriate time Isolated incident of inappropriate language Excessive inappropriate noises Excessive tattling 	<ul style="list-style-type: none"> ○ Disrespectful of adults ○ Arguing with adults ○ Crying and yelling 	<ul style="list-style-type: none"> ○ Vulgar language ○ Ethnic, religious or hateful slurs
<ul style="list-style-type: none"> ○ Impulsive touching ○ Playful contact ○ Irritating others ○ Aggressive play in context of recess games 	<ul style="list-style-type: none"> ○ Pushing with intent ○ Hitting ○ Kicking ○ Pinching ○ Throwing objects randomly ○ Spitting (random) ○ Misuse of property 	<ul style="list-style-type: none"> ○ Violent outburst ○ Fighting ○ Throwing object with intent to injure ○ Spitting at a person ○ Biting ○ Self-inflicting wound
<ul style="list-style-type: none"> ○ Rolling eyes ○ Situational refusal to follow directions ○ Posturing with body in an act of defiance 	<ul style="list-style-type: none"> ○ Refusing to follow directions on a regular basis ○ Passive-aggressive behavior 	<ul style="list-style-type: none"> ○ Refusing to leave/ enter a room, move to a different seat ○ Walking/running out of the classroom or away from adult supervision
<ul style="list-style-type: none"> ○ Poor manners 	<ul style="list-style-type: none"> ○ Giving the finger in isolated incident 	<ul style="list-style-type: none"> ○ Graffiti/vandalism ○ Opening/touching own private ○ Touching another student inappropriately ○ Gestures involving any sexual behavior
<ul style="list-style-type: none"> ○ Off task ○ Shouting out in class ○ Disruptive ○ Out of seat ○ Noise making 	<ul style="list-style-type: none"> ○ Outbursts ○ Lack of personal boundaries 	<ul style="list-style-type: none"> ○ Violent outbursts/ tantrums ○ Explosive behavior ○ Running from designated area
<ul style="list-style-type: none"> ○ Teasing ○ Repeating 3rd party information ○ Passive participation in hurtful acts/words against others 	<ul style="list-style-type: none"> ○ Bullying ○ Hurtful acts/words against others 	<ul style="list-style-type: none"> ○ Sexual harassment ○ Cyber bullying/harassment

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Level 2 Infractions

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| <ul style="list-style-type: none"> ▪ Using/possessing tobacco and/or lighter ▪ Violating traffic and/or safety regulations ▪ Encouraging other students to violate school rules ▪ Leaving school and/or school bus without permission ▪ Fighting and/or arranging altercations ▪ Using objects inappropriately (i.e., the use of an object to harm others or damage property) ▪ Physical assault without serious bodily injury (i.e., pushing with intent, kicking, hitting, pinching, spitting) | <ul style="list-style-type: none"> ▪ Defacing and/or vandalism of school property ▪ Plagiarism/academic dishonesty ▪ Leaving school or classroom without permission (truancy) ▪ Improper use of computer (e.g., viewing unauthorized websites, cheating, overriding district filter, etc.) ▪ Stealing and/or possessing stolen property ▪ Failure to attend to/complete assigned restorative action ▪ Gambling ▪ Habitual violations of school/class rules ▪ Forgery of signatures ▪ Extortion | <ul style="list-style-type: none"> ▪ Sexual explicit behavior ▪ Planning and/or arranging actions with malicious intent ▪ Writing or drawing obscene /profane language/pictures ▪ Harassment (i.e., physical, verbal, and sexual) ▪ Bullying/cyberbullying ▪ Violation of personal boundaries ▪ Refusing to cooperate and comply with school rules/personnel ▪ Disrupting learning environment |
|--|--|--|

Possible Corrective Strategies**Steps:**

- [Parent/guardian contact to inform parent of accusation and status of investigation. Parent/guardian will be given the option to attend the student conference.](#)
- [School-level investigation and student conference](#)
- [School-level conference with student, parent/guardian, principal or designee and staff member\(s\) involved to determine and implement appropriate corrective strategies](#)
- [Complete behavior assessment need and behavior intervention plan](#)
- [If needed, refer to Response to Intervention \(RTI\) team.](#)

Note: Students may be suspended or expelled for the offenses listed in Section D: Suspension and Expulsion Procedures.

Corrective Strategies:

- [Contact and/or confer with parent/guardian](#)
- [Implement a home to school and school to home communication system \(e.g., CoolSIS\)](#)
- [Post, teach, and re-teach school behavior expectations](#)
- [Utilize Check-In/Check-Out](#)
- [Implement a behavior contract that includes expected student behavior, incentives for demonstrating expected behavior and consequences for infractions](#)
- [Intensive academic support](#)
- [Intensive social skills teaching](#)
- [Self-management program](#)
- [Firm, fair, and corrective discipline](#)
- [Use of Positive Behavioral Interventions & Support \(PBIS\) services](#)
- [Assigned reflection \(lunch, after-school, Saturday, etc.\)](#)
- [Loss of privilege](#)
- [Data-based decision making](#)
- [Refer the student to the Response to Intervention \(RTI\) team](#)

Level 3 Infractions

<ul style="list-style-type: none"> ▪ <u>Physically assaulting with serious bodily injury</u> ▪ <u>Conduct or habits injurious to others (peers/authority)</u> ▪ <u>Using/possessing controlled and/or dangerous substances and/or paraphernalia</u> ▪ <u>Bullying (harassing, intimidating, cyberbullying)</u> ▪ <u>Fighting and/or arranging altercations</u> ▪ <u>Possessing/shooting fireworks (i.e., smoke bombs, sink bombs, etc.)</u> ▪ <u>Using/possessing weapons and/or weapon paraphernalia including but not limited to those prohibited under federal law</u> ▪ <u>Harassment (i.e., physical, verbal, and sexual)</u> ▪ <u>Arson, attempting to commit arson and/or possession of explosives</u> ▪ <u>Causing a false fire alarm</u> ▪ <u>Making a bomb/explosive threat</u> ▪ <u>Encouraging other students to violate school rules</u> ▪ <u>Student hazing</u> ▪ <u>Using gang and/or secret society symbols/acts</u> 	<ul style="list-style-type: none"> ▪ <u>Inappropriate use of electronic devices</u> ▪ <u>Public displays of sexually explicit behavior</u> ▪ <u>Defacing and/or vandalism of school property</u> ▪ <u>Gambling</u> ▪ <u>Habitual violations of school/class rules</u> ▪ <u>Forgery of signatures</u> ▪ <u>Stealing and/or possessing stolen property</u> ▪ <u>Improper use of computer (e.g., viewing unauthorized websites, cheating, overriding school filter, etc.)</u> 	<ul style="list-style-type: none"> ▪ <u>Sexual explicit behavior</u> ▪ <u>Lewd conduct</u> ▪ <u>Planning and/or arranging actions with malicious intent</u> ▪ <u>Bullying/cyberbullying</u> ▪ <u>Harassment (i.e., physical, verbal, and sexual)</u> ▪ <u>Writing or drawing obscene /profane language/pictures</u>
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Possible Corrective Strategies

<p><u>Steps:</u></p> <ul style="list-style-type: none"> • <u>Parent/guardian contact to inform parent of accusation and status of investigation. Parent/guardian will be given the option to attend the student conference.</u> • <u>School-level investigation and student conference</u> • <u>School-level conference with student, parent/guardian, principal or designee and staff member(s) involved to determine and implement appropriate corrective strategies</u> • <u>Complete behavior assessment need and behavior intervention plan</u> • <u>If needed, refer to Response to Intervention (RTI) team.</u> <p>Note: <u>Students may be suspended or expelled for the offenses listed in Section D: Suspension and Expulsion Procedures.</u></p>	<p><u>Corrective Strategies:</u></p> <ul style="list-style-type: none"> • <u>Contact and/or confer with parent/guardian</u> • <u>Implement a home to school and school to home communication system (e.g., CoolSIS)</u> • <u>Post, teach, and re-teach school behavior expectations</u> • <u>Utilize Check-In/Check-Out</u> • <u>Implement a behavior contract that includes expected student behavior, incentives for demonstrating expected behavior and consequences for infractions</u> • <u>Intensive academic support</u> • <u>Intensive social skills teaching</u> • <u>Self-management program</u> • <u>Firm, fair, and corrective discipline</u> • <u>Use of Positive Behavioral Interventions & Support (PBIS) services</u> • <u>Assigned reflection (lunch, after-school, Saturday, etc.)</u> • <u>Loss of privileges</u> • <u>Data-based decision making</u> • <u>Refer the student to the Response to Intervention (RTI) team</u>
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Infractions Explained:**Assaulting, Fighting and/or Arranging Fights**

School is not a place to arrange fights, whether those fights take place on or off school grounds. Any fight and/or attempting to fight will involve disciplining all students involved.

Consequences:

~~1st Offense: Meeting with parent/guardian; up to three (3) day Suspension; possible Expulsion~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension; possible Expulsion~~

Bringing / Using Electronic Devices

CD ~~p~~ Players, IPOD, MP3 players, phones, PDA, PSP, ~~l~~aptops, ~~s~~mart watches, ~~e~~lectronic ~~g~~ames, and/or similar devices are not allowed to be used at school. They disrupt classes and distract others from learning. If you choose to bring them for use outside of school it is at your own discretion. MPS assumes no liability for any damaged, destroyed, lost, stolen, misplaced or otherwise compromised electronic device brought onto MPS property.

Consequences:

~~1st Offense: Device is confiscated and must be retrieved by parent/guardian on the assigned day.~~

~~2nd Offense: Parent/Guardian contacted; detention; device is kept by administration until the assigned day.~~

Scholastic Dishonesty

Scholastic dishonesty includes (but is not limited to) plagiarism, cheating on tests, and/or any other types of deception to obtain credit without effort. Scholastic dishonesty is unacceptable conduct. Each teacher sets their own standards of behavior for their classroom, and students are expected to know the standards and procedures

for each of their classes.

Consequences:

~~1st Offense: Parent/Guardian contacted; Detention or up to one (1) day Suspension~~

~~2nd Offense: Meeting with Parent/Guardian; up to three (3) day Suspension~~

Plagiarism**Consequences:**

~~1st Offense: It is recommended that teachers do not provide a letter of recommendation for the student; note in student file; one (1) day in school suspension; complete a report on plagiarism; contact parent/guardian; teacher may deduct up to 20% of final grade~~

~~2nd Offense: Teachers are strongly encouraged to not provide a letter of recommendation for the student; note in student file; three (3) day in school suspension; complete a report on academic dishonesty; parent conference; teacher may deduct up to an additional 25% (cumulative 45%) of final grade~~

Texting/Sexting

Sexting can be defined as the act of sending sexually explicit messages or photographs electronically, primarily between mobile phones and/or any other communication devices.

Consequences:

~~1st Offense: Parent/Guardian contacted; device confiscated and returned to parent; Detention or up to one (1) day Suspension~~

~~2nd Offense: Parent/Guardian contacted; device confiscated and kept until the student's last day of school; Detention or up to three (3) day Suspension~~

Accessing Inappropriate Websites**Consequences:**

~~1st Offense: Parent/Guardian contacted; Detention and loss of privilege of using school computers for the remainder of the week; up to three (3) day suspension.~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day suspension; referral for possible Expulsion~~

Tampering with Hardware or Software**Consequences:**

~~1st Offense: Parent/Guardian contacted; the student will repair, undo, reset, and delete tampering under supervision; the student may have to pay for computer technicians to undo tampering; up to a three (3) day Suspension.~~

~~2nd Offense: Meeting with parent/guardian; the student will repair, undo, reset, and delete tampering under supervision; the student may have to pay for computer technicians to undo tampering; up to a five (5) day Suspension.~~

Disrupting Learning

Disrupting learning includes any behavior that prevents other students from learning. It may include but is not limited to inappropriate language, eating or drinking during class against teachers' classroom rules, chewing gum, insubordination and/or selling or trading personal possessions to other students.

Consequences:

~~Continuous classroom disruptions will result in parent conference, Detention, Suspension, and/or Expulsion.~~

Horseplay

Rough or boisterous play including but not limited to shoving, play fighting, kicking, name calling, teasing, pushing/pulling on a student and shoulder bumps.

Consequences:

~~Horseplay will result in a parent conference, detention, suspension, or loss of privileges.~~

Violating Uniform Policy

A student's dress and appearance shall conform to the specific uniform and appearance limitations described in this handbook.

~~Failure to abide by the uniform and appearance restrictions detailed in this handbook will result in the following consequences:~~

Consequences:

~~Repeated non-compliance of uniform policy may result in parent conference, Detention, Negative CoolSIS points, loss of privileges.~~

Possession or Use of Drugs and/or Alcohol and the Sale or Intention to Sell Drugs and/or Alcohol

Use of drugs or alcohol means a student knowingly possesses, consumes, uses, handles, gives, stores, conceals, offers to sell, sells, transmits, acquires, buys, represents, makes, applies, or is under the influence of any narcotic drug, hallucinogen, amphetamine, barbiturate, marijuana, tranquilizer, non-prescription or prescription drug (except when under the direction of a physician/parent and within school procedure), alcohol, intoxicant, solvent, gas, or any mood-altering chemical, drug of abuse or any counterfeit-controlled substance of any kind including butane lighters.

The sale, distribution, possession, or use of drugs, alcohol, fake drugs, steroids, inhalants, and look-alike drugs is prohibited everywhere on school grounds, at all school activities, and on all school transportation (drug free zone 1000 feet radius). Backpacks, gym bags, coats, and/or any other containers might be searched by Administration and/or Law Enforcement if they suspect the presence of such items.

Consequences:

~~Parent/guardian and law enforcement officials contacted; ten (10) day Suspension pending Expulsion proceedings~~

False Fire Alarms

Issuing a false fire alarm is a violation of State law. Making false 911 calls is also violation of the State Law.

Consequences:

~~Parent/Guardian contacted; five (5) day Suspension; restitution for any damage(s); possible prosecution.~~

Forgery of Signatures

Any attempt by a student to sign a teacher's, administrator's, parent/guardian's, and/or another student's name to any school document will be considered forgery.

Consequences:

~~1st Offense: Parent/Guardian contacted; up to three (3) day Suspension; possible Expulsion~~

~~2nd Offense: Parent/Guardian contacted; up to five (5) day Suspension; possible Expulsion~~

Gambling

Consequences:

~~1st Offense: Parent/Guardian contacted; possible Detention and confiscation of the card(s), dice etc. with retrieval only by parent/guardian; up to three (3) day suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension~~

Vulgarity, Profanity and Obscenity

Any gesture or material of this nature is not permitted at school or school functions.

Consequences:

~~1st Offense: Parent/Guardian contacted; Detention, up to three (3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension~~

Bullying & Cyber Bullying

Bullying is not permitted at MPS. In addition MPS will not tolerate unlawful intimidation and bullying due to actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationalist, race or ethnicity, religion, sex, sexual orientation, or a person's association with a person, or group, with or more of these actual or perceived characteristics. Each student deserves an equal opportunity to obtain an education without dealing with the negative pressures of peers. Bullying consists of any of the following: pushing, shoving, hitting, and spitting, name calling, picking on, making fun of, laughing at, and excluding someone physically or via social media or electronic communications.

Bullying causes pain and stress to those who are victims and is never justified or excusable as "kids being kids", "just teasing", "joking", "playing around" or any other rationalization. This includes the use of social media for wrongful purposes.

Each MPS student agrees to:

- Value student differences and treat others with respect.
- Not become involved in bullying incidents or be a bully.

Consequences:

~~1st Offense: Parent/Guardian contacted; Detention; up to three (3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension, possible Expulsion~~

Harassment of Students, Teachers, Administrators, or Staff

Harassment means making unwelcome advances or any form of improper physical contact or sexual remark and any speech or action that creates a hostile, intimidating or offensive learning environment.

Harassment can be verbal, physical and visual. (Education Code, § 212.5)

Harassment is a violation of Federal Law and is contrary to the School Board's commitment to provide a physically and psychologically safe environment in which to learn.

Consequences:

~~1st Offense: Parent/Guardian contacted; up to three (3) day Suspension and/or possible Expulsion~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension and/or possible Expulsion~~

Behaving Disrespectfully towards Teachers or Staff

Disrespect (i.e. arguing, talking back, etc.) and insubordination (failure to comply with directives) toward any member of the faculty or staff will not be tolerated. Profanity, either spoken or written is considered a form of disrespect.

Consequences:

~~1st Offense: Parent/Guardian contacted; Detention, up to three (3) day Suspension~~

~~2nd Offense: Meeting with Parent/Guardian; up to five (5) day suspension, possible Expulsion~~

Student Hazing

Hazing is defined as doing any act or coercing another person for initiation into any organization that causes or creates a substantial risk or causes mental or physical harm. Permission, consent or assumption of the risk by

an individual subjected to hazing does not lessen the prohibition contained in this policy. Hazing may carry heavy legal consequences.

Consequences:

~~Parent/Guardian contacted; Administrative discretion with a recommendation for Suspension; possible Expulsion; possible prosecution~~

Smoking or Use of Other Tobacco Products

Possession of tobacco products in any part of the school (drug free zone 1000 feet radius) or on the student is prohibited under this policy. This includes cigarettes, e-cigarettes, vaporizers, cigars, herbs, and smokeless tobacco. Backpacks, gym bags, coats, and/or any other containers might be searched if the presence of such items is suspected.

Consequences:

~~1st Offense: Parent/Guardian contacted; up to three (3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension~~

Stealing and/or Vandalizing School/Private Property & Graffiti

This means to cause or attempt to cause damage to private property, stealing or attempting to steal private property either on school grounds or during school activities, functions or events. Students and their parents or guardians will be held responsible for any theft/vandalism/graffiti (including graffiti tools such as permanent markers) that the student commits. Theft or vandalism of school property carries heavy legal penalties.

No Permanent markers or aerosol cans are allowed at school.

Consequences:

~~1st Offense: Parent/Guardian contacted; administrative discretion; restitution if required; up to three (3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; administrative discretion; up to five (5) day Suspension; restitution if required; police report filed when needed~~

Displaying Threatening Behavior

Threatening behavior includes: verbal threats,

both face to face and over electronic media (phone and/or computers), non-verbal threats ("hard" stares, gestures), willfully causing or attempting to cause physical injury to another person, causing or attempt to cause any student, teacher, administrator, or staff member to feel frightened or intimidated.

Consequences:

~~1st Offense: Parent/Guardian contacted; Detention; up to three (3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension~~

Bringing Weapon in School

A weapon includes, but is not limited to, conventional objects like guns, pellet guns, knives, smoke bombs, fireworks, club of any type, mace, tear gas, or other chemicals. This may also include any toy that is presented as a real weapon. It also includes objects converted from their original use to threaten or injure another. The Administration reserves the right to all final decisions regarding the definition of a weapon. Backpacks, gym bags, coats, and/or any other containers might be searched by administration or law enforcement if they suspect the presence of such items.

Consequences:

~~Parent/Guardian and law enforcement officials contacted; ten (10) day Suspension with a recommendation for Expulsion; possible prosecution~~

If you are aware of a weapon /drugs/alcohol on campus and do not inform school staff, you will be subject to disciplinary actions and serve consequences.

Possession or Use of Fireworks

Using or possessing any amusement device, smoke bomb, stink bomb, etc.

Consequences:

~~1st Offense: Parent/Guardian contacted; Detention; up to three (3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension; possible Expulsion~~

Gang and Secret Society Symbols

Disruption and/or intimidation caused by the wearing of any type of clothing/jewelry or by

writing of any signs identified as or associated with gangs. No gang activity or gang association will be permitted at school or school sponsored activities. Gang symbols on notebooks, lockers, book bags, etc. are not permitted and will be documented. Students may not promise to become or be members of a gang, secret society, illegal club, sorority or fraternity.

Consequences:

~~1st Offense: Parent/Guardian contacted; up to three(3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension; possible Expulsion~~

Arson

Intentionally starting any fire or combustion on school property

Consequences:

~~Meeting with parent/guardian; law enforcement officials contacted; possible Suspension and/or Expulsion~~

Public Display of Affection

Public displays of affection are not allowed.

Consequences:

~~1st Offense: Parent/Guardian contacted; conference with student.~~

~~2nd Offense: Meeting with parent/guardian; Detention; up to two (2) day Suspension; possible Expulsion~~

**Provoking/Intimidating Behavior
Encouraging or Urging Other Students to
Violate School Rules**

Any student who, by means of provocation, intimidation, encouragement, request, or other means of promotion, induces or attempts to induce another student to violate a MPS school rule shall be subject to ~~the following~~ discipline.

Consequences:

~~1st Offense: Parent/Guardian contacted; conference with student, Detention, up to three (3) day Suspension~~

~~2nd Offense: Meeting with parent/guardian; up to five (5) day Suspension; possible Expulsion~~

Students with an IEP:

If a student has a behavior plan in his/her IEP, the consequences cited in that plan will be used in the event of specified misbehavior. If the behavior(s) worsens or the frequency increases, the student's IEP team shall meet to review the plan and its implementation, and modify it, as necessary, to address the behavior(s). Special Education staff, general education staff, parents, and related service providers specified in the IEP must be informed and involved.

Suspensions of students with disabilities cannot exceed ten days without a "manifestation determination." A student cannot be suspended for more than ten days for misconduct that is a manifestation of their disability. State law defers to federal law for most of the rules governing suspension and expulsion of special education students.

D. SUSPENSION AND EXPULSION PROCEDURES

The following Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at MPS. Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

~~Staff shall enforce disciplinary rules and procedures fairly and consistently among all students.~~ When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as MPS' policy and procedures for student suspension and expulsion. Suspended or

expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook which is sent to each student at the beginning of the school year. The MPS administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, ~~detention-reflection~~ during and after school hours, use of alternative educational environments, suspension and expulsion.

PROGRESSIVE POSITIVE DISCIPLINE

Positive Consequences

MPS school staff has committed itself to encouraging and supporting the attainment of academic skills as well as social skills, such as listening, friendship-making, problem solving, and alternatives to aggression. To inspire and encourage students to develop their potential in all of these areas, the following reinforcements will be used for positive behavior:

- Individual awards/recognition
- Classroom awards/recognition
- Certificates
- Displays
- Positive contact with parent/guardian
- Special activities (field trips, movie nights, picnics, etc.)
- Publications
- Assemblies
- Positive CoolSIS points

Positive student behavior and improvements will be acknowledged and encouraged by the MPS

staff. Teachers will not only report discipline issues on the school information system, CoolSIS, but also positive behaviors and accomplishments. Parents will also be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

Alternatives to Suspension

To intervene in student behavior, MPS has a progressive discipline plan in place at each of its schools. This plan is published at the beginning of each school year in the Parent/Student handbook. The handbook also includes a school-parent-student compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will develop a partnership to help children achieve high academic and behavior standards. The discipline plan includes information about student expectations and progression of disciplinary procedures from day-to-day discipline to suspension and expulsion.

MPS believes that alternatives to suspension align with our schoolwide positive behavior support plan. Following are list of alternatives to be considered before suspending a student: warning, phone call home, parent conference, teacher/administrative ~~detention/reflection~~, written assignment/research/presentation, loss of privileges, behavior contract, parent shadowing, mentorship (peer/teacher), referral (counseling, SST, Dean of Students/Principal), assigning volunteer work/community service, Saturday school, and in-school suspension.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

Reflection/Detention

~~Detention-Reflection~~ will be held on assigned day either during the lunch period or after school for up to 60 minutes. Students will have at least one (1) day notice that they must serve a ~~detention-reflection~~ that is longer than twenty (20) minutes in order to make arrangements to be picked up from school. Parents may request in person a delay of the ~~detention/reflection~~; no phone calls or notes will be accepted for this request.

In School Suspension (ISS)

Notice of In School Suspension (ISS) and the reasons for the ISS will be given to the student and the parent in writing. The student will remain on campus during school hours in a designated area not in their regular class setting. The student will have no or limited contact with students and teachers while serving an ISS. Student is expected to complete their classroom assignments and school community service during ISS.

GROUNDINGS FOR SUSPENSION**Jurisdiction**

A student may be suspended for prohibited misconduct if the act is (1) related to school activity; (2) school attendance occurring at MPS or at any other school; or (3) a MPS sponsored event. A student may be suspended for acts that are enumerated below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

Students may be suspended for any of the following acts when it is determined the student:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force of violence upon the person of another, except self-defense.
3. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
4. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections

11053-11058, alcoholic beverage, or intoxicant of any kind.

5. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
6. Committed or attempted to commit robbery or extortion.
7. Caused or attempted to cause damage to school property or private property.
8. Stole or attempted to steal school property or private property.
9. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
10. Committed an obscene act or engaged in habitual profanity or vulgarity.
11. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- ~~12. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- ~~13-12.~~ Knowingly received stolen school property or private property.
- ~~14-13.~~ Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- ~~15-14.~~ Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- ~~16-15.~~ Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding

for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

~~47-16.~~ Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

~~48-17.~~ Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

~~49-18.~~ Engaged in an act of bullying, including bullying by means of electronic act, as defined in Education Code Section 48900(r).

~~20-19.~~ Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

~~24-20.~~ Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic

performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades ~~46~~ to ~~124~~, inclusive.

~~22-21.~~ Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades ~~46~~ to ~~124~~, inclusive.

~~23-22.~~ Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades ~~46~~ to ~~124~~ inclusive.

~~24-23.~~ Engaged in, or aided another in, academic dishonesty, including, but not limited to, cheating, plagiarism, alteration of grades or academic marks, or theft or unpermitted review of tests prior to testing.

~~25-24.~~ Intentionally "hacked" or broken into a School or School affiliated computer system.

~~26-25.~~ A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An

“emergency situation” involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a student for failure of the student’s parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent or guardian at the conference.

Notice to Parents/Guardians

At the time of suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice will also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice will request that the parent/guardian respond to such requests without delay.

Suspension Time Limits

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the

suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

Suspension Appeals

Students and parent/guardian may appeal a suspension within five (5) school days of the suspension. This appeal will be made to the Principal and heard by a discipline committee. All discipline committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the discipline committee is final. Based on the information submitted or requested, the Discipline Committee may make one of the following decisions regarding the suspension:

- Uphold the suspension
- ~~Uphold the suspension but clear the student's record of the suspension at the end of the semester, if the student has no additional discipline problems in the school~~
- Determine that the suspension was not within school guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings.

[Notwithstanding the foregoing, the Charter School will maintain student records in accordance with Education Code Section 49602 and 5 CCR 16024.](#)

Recommendation for Placement/Expulsion

Upon a recommendation of Placement/Expulsion by the Principal, the student and the student’s parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal upon either of the following determinations: (1) the student’s presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student’s suspension will be extended pending the results of an expulsion hearing.

Access to Education

[For suspensions that are not pending an expulsion hearing, Charter School shall make](#)

arrangements to provide the student with classroom material and current assignments to be completed at home during the length of the suspension. For suspensions pending an expulsion hearing, Charter School shall be responsible for the appropriate interim placement of students. Please see "Interim Placement" below for details.

Arrangements shall be made to provide the student with classroom material and current assignments to be completed at home during the length of the suspension

GROUNDS FOR EXPULSION

Jurisdiction

A student may be expelled for prohibited misconduct if the offense is (1) related to school activity; (2) school attendance occurring at MPS or at any other school; or (3) a MPS sponsored event. A student may be expelled for offenses that are described below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- while on school grounds;
- while going to or coming from school;
- during the lunch period, whether on or off the school campus; or
- during, going to, or coming from a school-sponsored activity.

Expulsion (Mandatory and Discretionary Offenses)

Category I

The Principal shall immediately suspend and recommend expulsion when the following occur on school campus or at a school activity off campus, for any of the following reasons:

- Possessing, selling, or furnishing a firearm, as defined below. E.C. 48915(c)(1); ~~48900(b)~~
- Brandishing a knife at another person. E.C. 48915(c)(2); ~~48900(a)(1) and 48900(b)~~
- Unlawfully selling a controlled substance. E.C. 48915(c)(3); ~~48900(e)~~
- Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in the enumerated offenses, above. ~~(as defined in 488900(n)).~~ E.C. 488915(c)(4); ~~48900(c)~~

- Possession of an explosive, as defined below. E.C. 48915(c)(5); ~~48900(b)~~

If it is determined that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. ~~Such term does not include an antique firearm.~~

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

Category II

The Principal has limited discretion with Category II student offenses listed below. The Principal must recommend expulsion when any of the following occur at school or at a school activity off campus, unless the Principal determines that expulsion is inappropriate (E.C. 48915[a]):

- Causing serious physical injury to another person, except in self-defense. E.C. 48915(a)(1); 48900(a)(1), ~~maybe also and~~ 48900(a)(2).
- Possession of a knife or other dangerous object of no reasonable use to the pupil. E.C. 48915(a)(2); 48900(b)
- Unlawful possession of any controlled substance, except for the first offence of less than an ounce of marijuana. E.C. 48915(a)(3); 48900(c).
- Robbery or extortion. E.C. 48915(a)(4); 48900(e).
- Assault or battery upon any school employee. E.C. 48915(a)(5); 48900(a)(1) and 48900(a)(2)

Category III

The Principal may recommend expulsion when any of the following Category III offenses occur at any time, including, but not limited to, while on school grounds; while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; or during, or while going to or coming from, a school-sponsored activity:

1. Category I and II offenses that are related to a school activity or school attendance, but that did not occur on school campus or at a school activity.
2. Caused or attempted to cause, or threatened to cause physical injury to another person, unless the injury is serious, as set forth under the Category II offenses.. (Unless, in the case of "caused," injury is serious. [See II.1]). E.C. 48900(a)(1); 48915(b)
3. First offense of possession of marijuana of not more than one ounce, or possession of alcohol. E.C. 48900(c); 48915(b)
4. Sold, furnished, or offered a substitute substance represented as a controlled substance. E.C. 48900(d); 38915(b)
5. Caused or attempted to cause damage to school or private property. E.C. 48900(f); 48915(e)
6. Stole or attempted to steal school or private property. E.C. 48900(g); 48915(e)
7. Possessed or used tobacco. E.C. 48900(h); 48915(e)
8. Committed an obscene act or engage in habitual profanity or vulgarity. E.C. 48900(i); 48915(e)
9. Possessed, offered, arranged, or negotiated to sell any drug paraphernalia. E.C. 48900(j); 48915(e)
10. Disrupted school activities (school-wide activities; issued only by an administrator)
11. Knowingly received stolen school or private property. E.C. 48900(l); 48915(e)
12. Possessed an imitation firearm. E.C. 48900(m); 48915(e)
13. Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel. E.C. 48900.4**; 48915(e)
14. Engaged in sexual harassment (applicable to grades 4 through 12 only). E.C. 48900.2**; 48915(e)
15. Caused or attempted to cause, threatened to cause, or participated in an act of hate violence (applicable to grades 4 through 12 only). E.C. 48900.3**; 48915(e)
16. Made terrorist threats against school officials or school property, or both. E.C. 48900.7; 48915(e)
17. Willfully use force or violence upon the person of another, except in self-defense. E.C. 48900(a)(2); 48915(b)
18. Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a disciplinary action. E.C. 48900(o); 48915(e)
19. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. E.C. 48900(p); 48915(e)
20. Engaged in, or attempted to engage in, hazing, as defined in Section 32050. E.C. 48900(q); 48915(e)
21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of electronic act directed specifically toward a pupil or school personnel. E.C. 48900(r); 48915 (e)

Additional Findings

For all Category II and III offenses (Category I offenses do not require additional findings), the student may be expelled only if one or both of the following findings are substantiated:

- a) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- b) Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

The following chart delineates the mandatory and discretionary offenses that have been listed above.

Matrix for Student Suspension & Expulsion Recommendations

CATEGORY I Must Recommend Expulsion (MANDATORY)	CATEGORY II Shall Recommend Expulsion Unless Particular Circumstances Render Inappropriate (EXPULSION EXPECTED QUASI-MANDATORY)
Principal shall immediately suspend and recommend expulsion when the following occur at school or at a school activity off campus. (E.C. 48915[c])	Principal must recommend expulsion when the following occur <u>at school or at a school activity off campus</u> unless the principal determines that the expulsion is inappropriate. (E.C. 48915[a])
1. Possessing, selling, or furnishing a firearm E.C. 48915(c)(1); 48900(b)	1. Causing serious physical injury to another person, except in self-defense E.C. 48915(a)(1); 48900(a)(1), maybe also 48900(a)(2)
2. Brandishing a knife at another person E.C. 48915(c)(2); 48900(a)(1) and 48900(b)	2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil E.C. 48915(a)(2); 48900(b)
3. Unlawfully selling a controlled substance E.C. 48915(c)(3); 48900(c)	3. Unlawful possession of any controlled substance, except for the first offense of no more than an ounce of marijuana E.C. 48915(a)(3); 48900(c)
4. Committing or attempting to commit a sexual assault or committing a sexual battery (as defined in 48900[n]) E.C. 48915(c)(4); 48900(n)	4. Robbery or extortion E.C. 48915(a)(4); 48900(e)
5. Possession of an explosive E.C. 48915(c)(2); 48900(a)(1) and 48900(b)	5. Assault or battery upon any school employee E.C. 48915(a)(5); 48900(a)(1) and 48900(a)(2)

For Categories II and III, the school must provide evidence of one or both of the following ***additional findings***:

- (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct,
- (2) Due to the nature of the act, the student's presence causes a continuing danger to the physical safety of the pupil or others.

CATEGORY III	
May Recommend Expulsion (DISCRETIONARY)	
Principal may recommend expulsion when the following occur at any time, including, but not limited to, <u>while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; or during, or while going to or coming from, a school-sponsored activity.</u> (E.C. 48915(b) and (e))	
1.	Any behavior listed in Category I or II that is related to school activity or school attendance but that did not occur on campus or at a school activity off campus. E.C. 48915(b)
2.	Caused, attempted to cause, or threatened to cause physical injury to another person. (Unless, in the case of "caused," the injury is serious. [See II.1]) E.C. 48900(a)(1); 48915(b)
3.	First offense of possession of marijuana of not more than one ounce, or alcohol. E.C. 48900(c); 48915(b)
4.	Sold, furnished, or offered a substitute substance represented as a controlled substance. E.C. 48900(d); 48915(b)
5.	Caused or attempted to cause damage to school or private property. E.C. 48900(f); 48915(e)
6.	Stole or attempted to steal school or private property. E.C. 48900(g); 48915(e)
7.	Possessed or used tobacco. E.C. 48900(h); 48915(e)
8.	Committed an obscene act or engaged in habitual profanity or vulgarity. E.C. 48900(i); 48915(e)
9.	Possessed, offered, arranged, or negotiated to sell any drug paraphernalia. E.C. 48900(j); 48915(e)
10.	Disrupted school activities or willfully defied the valid authority of school personnel. E.C. 48900(k); 48915(e)
11.	Knowingly received stolen school or private property. E.C. 48900(l); 48915(e)
12.	Possessed an imitation firearm. E.C. 48900(m); 48915(e)
13.	Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel. E.C. 48900.4**; 48915(e) (**Grades 4 through 12 inclusive)
14.	Engaged in sexual harassment. E.C. 48900.2**; 48915(e) (**Grades 4 through 12 inclusive)
15.	Caused, attempted or threatened to cause, or participated in an act of hate violence E.C. 48900.3**; (**Grades 4 through 12 inclusive) 48915(e)
16.	Made terrorist threats against school officials or school property, or both. E.C. 48900.7; 48915(e)
17.	Willfully used force or violence upon the person of another, except in self-defense. E.C. 48900(a)(2); 48915(b)
18.	Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a disciplinary action. E.C. 48900(o); 48915(e)
19.	Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma E.C. 48900(p); 48915(e)
20.	Engaged in, or attempted to engage in, hazing, as defined in Section 32050. E.C. 48900(q); 48915(e)
21.	Engaged in an act of bullying, including, but not limited to, bullying committed by means of electronic act directed specifically toward a pupil or school personnel. E.C. 48900(r); 48915(e)

EXPULSION PROCEDURES

Authority to Expel

~~A student may be expelled either by the Board following a hearing before it or by the Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated. Teachers of the student, members of the school's discipline committee, and directors of the Board may not serve on the Administrative Panel. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense. A student may be expelled by an Administrative Panel to be assigned by the Board as needed. The Administrative Panel will include three or more certificated persons, none of whom have been members of the Board or on the staff of the school in which the student is enrolled. The Administrative Panel may expel any student found to have committed an expellable offense.~~

Expulsion Hearing

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within thirty (30) school days after the Principal determines that the Student has committed an expellable offense.

~~After an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session unless the student makes a written request for a public hearing three (3) days prior to the hearing.~~

After an Administrative Panel hears the case, it will make a determination whether to expel.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of MPS' disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

MPS may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board, administrative panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. MPS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination

during which he or she may leave the hearing room.

4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, MPS must present evidence that the witness' presence is both desired by the witness and will be helpful to MPS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten

serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Expulsion Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or

designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact. ~~and a written recommendation to the Board, who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing.~~

If the ~~expulsion hearing~~Administrative Panel ~~panel~~ decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel

The Principal or designee following a decision of the ~~Board~~Administrative Panel to expel shall send written notice of the decision to expel, including the ~~Board's Administrative Panel's~~ adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MPS
3. The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures

The Principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:

1. The student's name

2. The specific expellable offense committed by the student

Disciplinary Records

MPS shall maintain records of all student suspensions and expulsions at MPS. Such records shall be made available to the District upon request.

Expulsion Appeals

In order to appeal an expulsion, the student/parent/guardian must submit a written appeal to the CEO of MPS outlining the reason for the appeal, attaching any supporting documentation, within ten (10) calendar days of being informed of the expulsion.

In response to the written request for an appeal, the CEO of MPS shall call a meeting of the Board of Directors. The Board shall convene a hearing on the appeal within ten (10) calendar days of receipt of a timely written request for an appeal.

~~In response to the written request for an appeal, the CEO of MPS shall convene a committee of three: a school Principal and a Dean of Students from other MPS schools, and the CEO of MPS or his/her designee. The committee shall convene a hearing on the appeal within ten (10) calendar days of receipt of a timely written request for an appeal.~~

At the hearing on the appeal, the student shall have the right to present evidence. The ~~committee~~Board will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interest of the student and the Charter School. That decision shall be final.

Expelled ~~Students/Alternative Education~~Interim Placement

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of the Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall work with the District for an interim placement or other alternative program. Should Charter School determine after the referral that the student will remain at the charter

school pending the expulsion hearing based on the best interest of the student, or if Charter School secures another alternative interim placement at another charter school or school within its CMO, if appropriate and aligned with applicable charter petitions, Charter School will notify the District of such determination.

~~LAUSD REQUIRED LANGUAGE~~~~General Provisions~~

~~Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.~~

~~Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.~~

~~Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree.~~

~~Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of the Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.~~

~~Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.~~

~~Students with Disabilities~~

~~Charter School shall implement operational and procedural guidelines ensuring compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, Charter School shall identify and provide~~

~~special education programs and services at an appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Special Education Service Center.~~

~~In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team, including a District representative, will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:~~

~~A. Was the misconduct caused by, or directly and substantially related to the student's disability?~~

~~B. Was the misconduct a direct result of the Charter School's failure to implement 504 Plan?~~

~~Notification of the District~~

~~Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:~~

~~completed "Notification of Charter School Expulsion" [form available from the CSD~~

website or office], including attachments as required on the form

documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed

copy of parental notice of expulsion hearing

copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment

if the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and the MCD, including the Expulsion Analysis page of the pre-expulsion IEP

if the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:

A. Was the misconduct caused by, or directly and substantially related to the student's disability?

B. Was the misconduct a direct result of the Charter School's failure to implement 504 Plan?

Notwithstanding the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the Superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student

records no later than 10 school days from the date of the request as stated in Education Code 49068 (a) and (b).

Outcome Data

Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

Rehabilitation Plans

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

Readmission

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board shall readmit the pupil; unless Charter School's governing board makes a finding that the pupil has not met

~~the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.~~

~~Reinstatement~~

~~Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.~~

~~Gun-Free Schools Act~~

~~Charter School shall comply with the federal Gun-Free Schools Act.~~



GENERAL POLICIES

N.A. SCHOOL ACTIVITIES

MPS will offer a range of activities that will enrich student development during and after school. Because the safety of students is very important to us, specific rules will apply to these activities.

School administration reserves the right to refuse anybody to attend these activities based on academic and behavioral concerns.

Field Trips:

Field Trips offer exciting ways to learn. MPS students may have the opportunity to go on field trips at various times throughout the school year. MPS plans many field trips, weekend getaways, summer camp, and the Europe Trip during spring break.

Students must bring to school a Field Trip Permission Slip signed by a parent or guardian by the specified date. Phone calls will not be accepted as permission for students to attend.

After School Activities:

MPS offers a variety of after school tutoring, clubs, sports, and activities for all students free of charge. There is no better way for students to enrich their education than by taking part in clubs, after-school activities or working with a teacher (Tutoring). These opportunities allow students to explore more deeply things they already enjoy and to try other areas that sound interesting. Students who stay for an after-school activity must follow these rules:

- Be with a teacher or other staff member at all times.
- Arrange to have their transportation pick them up at the end of the activity.
- Abide by the MPS code of student conduct and all school rules and policies as outlined in the handbook while participating in the activity.

Students who are disruptive, disrespectful, or who do not follow the rules will be prohibited from participating in the after school program.

Students not participating in after school activities may not stay after school to wait for another student.

A full list and description of after school clubs and activities will be posted after school starts. We strongly encourage our students to explore and take advantage of these after school opportunities.

MPS is not responsible for students not participating in after school activities. Those students must leave the campus within ten minutes of school dismissal time.

Academic Tutoring Program:

- Tutoring will be available as part of the MPS after-school program.
- Students can receive tutoring from faculty and volunteers from local universities.
- The program will benefit all students.
- The sessions will generally occur after school; some may be scheduled on the weekends.
- Upon availability, Saturday tutoring is available to all students who wish to improve their academic skills. We offer math and SAT prep. All students are welcome to join at specified times.

N.B. ILLNESS, INJURY, AND MEDICATION POLICIES

MPS does not have a nurse on staff. The office staff can assist students with basic first aid treatment; however office staff is not registered nurse. Students sent to the office or visiting the office claiming that they are ill will be quickly evaluated by the office staff. If a student needs treatment beyond basic first aid, Parent/Guardian will be contacted to pick him/her up.

Illness or Injury during the school day:

If a student becomes ill or injured during the school day, s/he must report to the Main Office. Do not leave the building without permission. Any absence or departure from class that is not first cleared through the office will be considered unexcused.

Illness at Home:

If a student is not physically well prior to the beginning of the school day, the office should be informed and the student must be kept at home.

Medications:

- All medications must be in the original container.
- The container must be clearly marked with the students first and last name.
- A "Request for Medication to be Taken During School Hours" must accompany all medication, containing instructions for administration, including exact times and dosages. The "Request for Medication to be Taken During School Hours" will be filed in the student's folder. This form can be obtained from the Main Office.
- All medications are to be delivered to the Main Office and be picked up at the end of the day. The school is not liable for any medication not picked up after school.
- Children with chronic conditions may be exempted from this rule only after conference between the parents/guardians and the principal.

Contagious Diseases:

If, during the course of the year, a child develops any contagious disease or condition, please notify the school immediately so that precautions can be taken and appropriate notifications sent home.

The School reserves the right to notify the municipal bodies and Department of Health if necessary under federal and state laws.

N.C. PARENTAL INVOLVEMENT AND SUPPORT

Since your child's education is a continuing process, parent cooperation, support, and assistance are needed if we are to be successful. Together, we can make a positive difference in your children's lives. The following are ways that we can work to fulfill our common goals:

Parents/Guardians are asked to:

- Be a good listener to both your child and the school staff when conflicts arise.
- Be a positive role model for your child.
- Contact the school as necessary.
- Participate as fully as possible in volunteer opportunities, student presentations, parenting programs, special projects, and assembly events.
- Be familiar with MPS student hand-book and explain it as necessary.

N.D. PARENT/TEACHER COMMUNICATION

- Parents are encouraged and are always welcomed to discuss the progress or problems of their children with the school faculty when an appointment is made prior.
- Parents may not disturb a teacher during school hours.
- An appointment is required for all conferences.
- To make an appointment with a teacher, call the main office or email them directly.
- Please do not attempt to have an impromptu conference with a teacher on campus as appointments are mandatory.
- If your question relates to the classroom, please ask the appropriate teacher.
- Any question involving a student's work or behavior must be discussed with the teacher before it is discussed with the administration.
- Parents are expected to make every reasonable effort to cooperate with the teachers and school staff to help their child have a successful educational experience.
- Parents who wish to observe their child's classes need to make arrangements with the teacher whom they like to visit and get approval from administration at least a day prior to their visit.
- Parent/teacher/student conferences are strongly encouraged when an appointment is made prior.

E. HOME VISITS

- [Research has shown that one of the keys to successful teaching and schooling is creating personal connections with students. MPS teachers visit students at their homes to enhance student learning and involvement. Family visits offer invaluable insights about students. They can provide new understanding about students' learning styles. Visits might also reveal the emotional and social needs and behaviors of students. It is helpful to know if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers can identify students' latest interests or concerns, such as a new hobby, an upcoming trip, or a change in the family.](#)
- [For most students home and school are two different domains. Especially for minority students even the people, languages, foods, rules, duties, and concerns are different in](#)

these two worlds. They do not intersect considerably. Parents and the teachers are critical partners in educating the "whole child." However, parent conferences and other school-hosted meetings do not provide sufficient means for the parties to communicate enough and effectively and to show the student that they are on the same team. Home visits are the teachers' attempt to break the virtual border between the partners, which is most of the time successful.

N.F. CONTACTING YOUR CHILD DURING SCHOOL HOURS

- Parents/Guardians should only contact the main office if they must leave a message for their child in case of an emergency. Students will not be disrupted during school hours for non-emergency reasons. In case of an emergency, the message will be given to the student by office personnel.
- Parents/Guardians should not contact their child's cellular phone during school hours; students are required to turn off all electronic devices, including cellular phones, and put them away and out of sight.

N.G. VISITORS

All visitors including parents and guardians must report to the main office when they arrive, sign in and obtain a visitor's pass if they are to go to any part of the building. To prevent interruption to the instructional program, we request that all items brought to the schools are left in the office labeled with the name of the teacher and student. Student visitors are NOT permitted, at any time, on campus. Visitors must make prior arrangements with administration and must be approved to visit MPS at any time.

N.H. COOLSIS SCHOOL INFORMATION SYSTEM

Parents, as well as students, will have access to their child's grades in each class, missing/incomplete/ upcoming assignments, upcoming tests/projects, discipline, communication log, and teacher contact information. Each parent will be provided with a username and password to have access throughout the school year, 24 hours a day.

All discipline entries will remain on CoolSIS for the entire year.

N.I. PHONE USE

In case of emergency, students may go to the office with a hall pass from a teacher.

Please note: The office phone is for emergency calls only.

N.J. NEWSLETTER

- Communications regarding school activities from faculty to parents/guardians and students will be sent home periodically.
- Copies of the newsletter are available at the school office.

N. INTERNET USE

- ~~Access is a PRIVILEGE, not a right.~~
- ~~Internet access is given to student users who agree to act in a considerate and responsible manner.~~
- ~~School personnel may access an internet user's files.~~

Users may not:

- ~~Use another person's username and/or password.~~
- ~~Use the network for commercial, political and/or personal non-academic uses.~~
- ~~Access the system to encourage the use of drugs, alcohol, or tobacco.~~
- ~~Access material that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment of others based on their race, national origin, gender, sexual orientation, age, disability, religion, or political beliefs.~~
- ~~Use the Internet in any unethical or illegal manner~~
- ~~Use personal e-mail accounts, any instant messaging programs or any personal social media accounts~~
- ~~Use proxy websites to access blocked websites by School Administration~~
- ~~Violate any copyright laws~~
- ~~Use non-educational games~~
- ~~Damage the computer, computer systems, or computer networks~~
- ~~Trespass in another's folders, work, or files~~
- ~~Change the computer settings~~

~~Violation of the above rules may result in loss of Internet access for the entire school year as well as other disciplinary actions. If the user is not sure how to do something on the computer, ask a teacher or the system administrator. Failure to comply with computer rules will result in a lowered grade and other disciplinary consequences.~~

N.K. ELECTRONIC DEVICES

MPS policy regarding possession of cellular phones, any personal electronic devices, iPods, MP3 players, cameras, video cameras, laptops, and recording devices is as follows:

- From the moment a student arrives on campus to the time that the student leaves the campus, the power of the electronic device must be turned off and all devices are to be out of sight, secure with the student's belongings in a backpack or purse. The duration of the non-permitted use includes before school on school grounds, instructional time, passing periods, lunch time, and tutoring. At no time, shall the educational program or school activity be interrupted.
- The school is not liable if such devices are damaged, lost or stolen. The use of these devices or their ringing/vibrating during school time will be considered a disruption of school activities and subject to disciplinary action which will include confiscation and discipline entry.
- All confiscated devices will be returned to the parent/guardian accompanied by the student at an assigned time.

N.L. LOST AND FOUND

There will be a lost and found box in the school. If you find books, clothing, or personal items on school grounds, please bring the items to the main office. Items not picked up will be donated monthly.

N.M. PE LOCKERS

- When available lockers are provided for physical education class, during that period only.
- Lockers are not assigned to students.

- The lockers are school property; anything placed in them or brought to campus is subject to inspection at the discretion of the administration.
- Students are responsible for all items in their locker.
- Students may be provided with a lock or allowed to bring a lock for their gym lockers and use it for the period with the condition of removing them daily. Please check with the school administration for specifics.

MPS does not accept any responsibility for stolen or lost money, clothing, valuables or other articles.

N. TEXTBOOKS

Textbooks and work books are issued at teacher's discretion. Students may be assigned a set of textbooks in addition to a classroom set. Students are responsible for the care of all textbooks and work books. Books are to be returned to the school in good condition at the end of the school year or at the time a student transfers out to another school.

Students will be required to report any damages to the textbooks to their classroom teachers. Parents/Guardians will be held responsible for the damage or loss of textbook.

N.O. MEAL PROGRAM

- Students must submit the MPS meal program application before the first day of school.
- Students are responsible for adding funds to their meal account if they pay reduced or full price.
- An outstanding balance of \$5.00 or more will not allow students to receive a meal. Students are responsible for making sure their account does not have an outstanding balance.

N.P. EARTHQUAKE AND MAJOR PROCEDURES

- Parents may contribute to supply ten dollars (\$10) to cover the cost of a survival kit to be kept at school and used in case of emergency.
- In the event of a fire, major earthquake or major disaster, students are to be evacuated to the assigned area by MPS.

- If the local public schools announce that the students will be dismissed, MPS will do the same.
- Parents are to remain in assigned area and sign out their child with the appropriate staff member because MPS has to account for all students.
- MPS Emergency Dismissal/Evacuation Card information must be updated with any change in information by parents/guardians as soon as it occurs.

N.Q. STUDENT TRANSFER

- Any student transferring out of Magnolia Public Schools must complete the "Student Transfer Form" which can be obtained from the main office. The form must be completed prior to a student transferring. It is the parent/guardian's responsibility to complete the form. The school is not responsible for having it completed.
- It is the student's parent(s)/guardian(s) responsibility to contact the school that student will be transferring to. It is the parent's responsibility to make all necessary arrangements for a successful transfer.
- If a student will be transferring to another school for the following school year, the parent is still responsible to inform the main office before the last day of school, or last day of attendance.
- All textbooks must be turned in before the last day of attendance in order to complete a successful transfer. Parents are responsible to pay for damages on the textbooks.

N.R. DRESS CODE

MPS has a uniform policy to help create a safe, orderly environment, instill discipline, and eliminate the competition and distractions caused by varied dress styles. Students are expected to arrive in a clean and neat uniform every day. Students will not be allowed to enter the campus if they are not in proper uniform. This uniform policy will be enforced, without exception, from the very first day of school. Please cooperate, display modesty and neatness, and take pride in the MPS uniform. We rely on your understanding and your parents' and/or guardians' support in helping to maintain this uniform policy and follow it daily.

In addition to wearing the school uniform, MPS requires that you follow these additional guidelines in terms of uniform appearance and personal appearance. If you are still unsure

about how you should look, or how the uniform should fit, check with administration. **If any aspect of the uniform, including clothes, shoes, jewelry, cosmetics, or any type of body adornment, is not explicitly listed as acceptable in this handbook, then that item is not permitted to be worn when the student is at school or representing the school.**

If a student is unable to wear the school uniform to school due to extenuating circumstances, you need to obtain written permission from the school's administration.

Free Dress & Theme Dress Days Code:

Free Dress days are earned at the discretion of the administration. These days are granted at different times of the year for positive behavior and special occasions. Violation of this policy may result in loss of free dress privileges for the remainder of the school year.

- On free dress days, clothing must be in good taste and appropriate for school. Clothing should not be form fitting, revealing, or transparent.
- The school's dress code is strictly enforced during free dress days as well. All students must follow the same guidelines with the exception of not wearing their uniform.
- T-shirts are acceptable; however printing on clothing must be suitable for school, no inappropriate image(s) or language may be displayed. The administration has discretion in determining appropriateness of images or language on clothing.
- Mini-skirts, skirts, and short shorts are not allowed. Jeans may be worn during free dress days but cannot be tight fitting or baggy.
- Midriffs, backless or side less shirts or dresses, halter tops, or tank tops with less than a 1 inch strap are NOT allowed.
- Hats, gloves, bandanas, or sunglasses are not permitted to be worn in school
- Neatness and good grooming is required.
- Hairstyles must follow the schools dress code policy.

IMPORTANT NOTICE

Dear Parents/Guardians,

- Please read and discuss the policies, procedures, and expectations with your child/children before signing and returning the receipt on the last page.
- Each individual MPS campus may include amendments into this handbook addressing local issues.
- Any changes or additions to this handbook will be given to the students and parents in writing.

UNIFORM POLICY

BOTTOM

BOYS

ADDITIONAL

Pants or shorts are acceptable.

Skirts, pants, shorts, skorts, or capris must be either khaki color or navy blue.

Belts (required for all variations of dress uniform):

- Smooth, straight edge, all black, all blue or all brown belts no wider than 1½ inches with a plain, unadorned buckle (no mesh, rope, or all metal).
- The buckle may only have one catch.
- Belt must be of correct waist size, so that there is minimal excess length (less than five inches).
- Any excess length of belt must be tucked through a belt loop and may not hang down.

Pants/Skirts/Skorts/Shorts:

- May not be baggy or tight fitting. May not be rolled at waist. Waist size must be same as student's waist size. Top of garment must be at or above hip bone.
- ~~Skorts/shorts may not extend beyond the middle of the kneecap and may not be shortened by alterations~~ should be no shorter than your longest finger when standing with your hands by your sides.
- Skirts that are above the top of the kneecap should be worn with leggings/tights, and must be no shorter than the longest fingertip.
- ~~Pants may not be made from legging or jegging material.~~
- Pants must touch the top of the shoes when the student is standing, but not be long enough to bunch up around the ankle.
- The bottom of the skirt, skort, and/or shorts

TOP	<p>White, gray or navy blue polo shirts <u>must have the school logo. They may be either short or long sleeved.</u></p> <p>with short or long sleeves and sweatshirts or jackets (school logo affixed on the upper left chest)</p> <p>Hoods may not be worn at school.</p> <p>Top of garment must be no lower than the level of the navel when student is standing. Top of garment must be at or above hipbone when student is standing up.</p>		<p>must be no higher than 1 inch above the middle of the kneecap when the student is standing.</p> <ul style="list-style-type: none"> Socks may not be worn over pants. Rubber bands are not allowed on the bottom of pants or ankles. No Jean style pants. No Cargo pants/shorts. Must have a built in pocket not a sewn on pocket. <p>Undergarments:</p> <ul style="list-style-type: none"> Should not be noticeable through or outside of clothing, tops and bottoms. <p>Uniform:</p> <ul style="list-style-type: none"> Woven Shirt or Polo Shirt must be tucked in neatly at the waist at all times on campus, inside and outside. These shirts may not fit tightly or be baggy. Undershirts must be short-sleeved if worn. The student may choose to button, or not button, the top button of the woven shirt. All other buttons of the woven shirt must be buttoned. Under shirt may not hang out of sleeves. <p>Shoes:</p> <ul style="list-style-type: none"> Acceptable athletic shoes must be low-profile with minimal design. They must be modest and not attract attention. Shoe laces must match shoes and be in solid color.
	<p>FOOTWEAR</p> <ul style="list-style-type: none"> <u>The majority of the shoe must be black, brown or gray. Small logos are acceptable.</u>All black or all brown shoes (Shoes must be closed toe.) "Athletic" shoes for the dress code must be completely black or brown. Plain, unadorned socks or tights (for girls) must always be worn. Color of socks or tights: Black, dark brown, navy blue, or white 		
<p>No sandals, boots, clogs, mules, slippers, flip flops, high heels, platform shoes or shoes with wheels.</p>		<p>No sandals, boots, clogs, mules, slippers, flip flops or shoes with wheels.</p>	
<p>PE-UNIFORM</p> <p>TOP: <u>Students will wear a solid gray t-shirt, preferably with the MPS logo.</u> T-shirts of size appropriate to student. MPS sweatpants and MPS sweatshirts may also be worn during PE.</p>			
<p>BOTTOM: Properly fitting MPS Navy shorts of comfortable length for active participation. Waist size of shorts must be appropriate to student's waist size. The same rules which apply to the level at which the tops of the dress pants are worn, also apply to PE shorts.</p>			
<p>FOOTWEAR: Any athletic shoes suitable for basketball, tennis, and field sports. PE shoes may be the same black athletic shoes discussed in the dress uniform section.</p>			

OUTERWEAR

Hats, hoods, caps, and other headgear may not be worn in school buildings. No gloves or finger lacing of any sort are allowed.

For colder weather:

- MPS Navy Crew-Neck and zip V-Neck Sweatshirt, and Jackets are recommended and preferred to be worn on campus, inside and outside.
- ~~Non-MPS sweatshirts / jackets are not to be worn inside the school building and may be confiscated.~~ Sweatshirts and jackets must be solid navy blue or gray.

* * *

If a student is unable to wear the school uniform to school due to extenuating circumstances, you need to check with your school's administration.

* * *

Each individual MPS campus may include site-specific amendments into the uniform policy addressing local issues.

Jewelry and accessories/Cosmetics

- Should be modest, appropriate for school, and not attract undue attention.
- Necklaces: If worn must be underneath uniform. If visible through an open collar, it must be tasteful and formal (no leather or string). Pendants must not be large or attract attention. Must be tucked in collar of shirt.
- No "glitter", decorations, or drawing of any kind should be visible on the skin, hair, body, or uniform.
- Facial, tongue, and body piercing are not allowed.
- Bracelets: Must be tasteful and not attract undue attention.
- Visible tattoos are not acceptable. Permanent visible tattoos must be covered by a flesh-tone bandage while at school or representing the school.
- Cosmetics must be appropriate for school and not attract undue attention.
 - No brightly colored or glitter eye shadow, or blush.
 - Mascara and eyeliner should be minimal.
 - Lipstick should be a natural color.
 - Earrings must be studs or one (1) inch hoops and worn on earlobe.

Hair:

- Extreme hairstyles, and hair colors that are not natural for the student, are not permitted. Modest highlights in a shade similar to the student's natural hair color, done tastefully, are acceptable.
- Colors such as red, blue, purple, green, white, etc. are not permitted.
- Hair must be neat, clean, and well kept.
- If the hair obstructs the student's sight, then the hair must be pinned or somehow fixed in place, so that it no longer obstructs the student's sight.
- Excessive "gel" of any kind is not acceptable, and should not be visible.
- Hair may be "spiked" with gel or any similar-acting substance but must be no longer than 1 inch.
- Combs may not be left in hair.
- No shaving the head bald with a razor. Hair must be at least ½ inch on the top and ¼ inch on the sides and back.
- No Mohawks or Fohawks
- For male students, hair must not touch shoulder when down. If hair is longer than shoulder length, it must be tied back.

STUDENT TECHNOLOGY USE POLICY AND AGREEMENT

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. Magnolia Public Schools (“Charter School”) offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological resources provided by the school be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

Educational Purpose

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

“Educational purpose” means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

“Inappropriate use” means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Notice and Use

The Charter School shall notify students and parents/guardians about authorized uses of school computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

Safety

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence.

To reinforce these measures, the Principal or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services on campus and may have teacher aides, student aides, and volunteers assist in this supervision.

The Principal or designee also shall establish regulations to address the safety and security of students and student information when using email.

chat rooms, and other forms of direct electronic communication.

The Principal or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying. Students are expected to follow safe practices when using Charter School technology.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Principal or designee shall block access to such sites on Charter School computers with Internet access. The Principal or designee shall oversee the maintenance of the Charter School's

technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of school computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

ACCEPTABLE USE AGREEMENT

The Charter School believes that providing access to technology enhances the educational experience for students. However, student use of school computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
 - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
 - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright

restrictions, or user mistakes or negligence. The student and parent agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate school policy or local law. These include but are not limited to:
 - a. Playing games or online gaming.
 - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
 - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
 - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
 - e. Conducting any activity that is in violation of school policy, the student code of conduct or local, state or federal law.

- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Participating in political activities.
- h. Conducting for-profit business.
- i. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
- j. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- k. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- l. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
5. **No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be
- positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
6. **Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
8. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the MPS student discipline policy and applicable laws.

NCLB COMPLIANT PARENT INVOLVEMENT POLICY

I. Introduction

Research has shown that the attitudes, behavior and achievement of children are enhanced when parents or other caregivers are involved in their children's education. To that end, the **Magnolia Public Schools (MPS)** (the "LEA") has adopted this parent involvement policy in order to promote learning and provide a more positive learning experience for the students of its schools.¹ This policy has also been incorporated into the LEA's plan developed pursuant to NCLB, and submitted to the California Department of Education with the LEA's Consolidated Application.

II. Involvement in Drafting the LEA Plan

Parents of participating children will be involved in the development of the LEA plan required by NCLB. On an annual basis, the LEA will submit the LEA plan to the Parent Council for review and suggested changes before the plan is submitted to the California Department of Education ("CDE") with the Consolidated Application. In addition, all parents of participating children will annually be invited to review the LEA plan and submit comments.

If the LEA plan is not satisfactory to the parents of participating children, the LEA will submit any comments from parents of participating children with the LEA plan when it is submitted to the CDE.

III. Involvement in School Review and Improvement

Parents of participating children will be involved, to the extent applicable, in the process of school review and improvement under NCLB. This includes disseminating the results of the local annual review of each school served under Title I, Part A to parents.

¹ Within this policy, the word "parent" is employed. This word is intended to reach any caregiver of students enrolled in the LEA's school, including but not limited to, parents, guardians, grandparents, aunts, uncles, foster parents, stepparents, etc.

In addition, the parents of participating children will be invited to annually review the effectiveness of the parental involvement policy and other Title I, Part A activities and provide comments to the LEA.

Identification of a school for improvement:

Before the LEA identifies its school for improvement, for corrective action, or for restructuring, it shall provide the parents of all children enrolled in the school with notice of an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the **Principal** of the school believes, or a majority of the parents of the students enrolled in such school believe, that the proposed identification is in error for statistical or other substantive reasons, the **Principal** may provide supporting evidence to the LEA, which shall consider that evidence before making a determination.

School plan: Parents of participating children will be involved in the development and/or revision of a school plan required of the school identified for improvement, corrective action or restructuring, which plan shall be approved by the LEA in accordance with NCLB.

Notice required after school identification: If the LEA's school is identified for improvement, corrective action or restructuring, the LEA will promptly provide to all parents of children enrolled in the school (in an understandable and uniform format, and to the extent practicable, in a language the parents can understand), a notice containing the following:

- An explanation of what the identification means, and how the school compares in terms of academic achievement to other elementary or secondary schools served by the LEA and the CDE;
- The reasons for the identification;

- An explanation of what the LEA or the CDE is doing to address the problem of low achievement;
- An explanation of how the parents can become involved in addressing the academic issues that caused the school to be identified for school improvement; and
- As applicable, an explanation of the parents' option to transfer their child to another public school under the control of the LEA, return to their district of residence or to obtain supplemental educational services for the child.

Information regarding corrective action taken: The LEA shall publish and disseminate information regarding any corrective action taken at a school to parents of each student enrolled in the school in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.

Restructuring: Whenever a school fails to make adequate yearly progress after 1 full school year of corrective action or when the LEA is required to implement alternative governance, the LEA shall provide prompt notice to parents and provide parents with an adequate opportunity to comment before taking any action and to participate in developing any plan required by NCLB.

IV. Coordination, Technical Assistance, and Other Support

The LEA will provide the coordination, technical assistance and other support necessary to assist its participating schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance in the following ways:

- The LEA will distribute 95% of the funds reserved pursuant to NCLB to the school for parent involvement activities;

- The LEA (board and school leaders) will collaborate to devise a timeline for parental involvement activities throughout the school year and create a follow up tool to ensure that the activities occur.
- The LEA will develop the necessary technical assistance for planning and implementing effective parent involvement activities to improve student academic achievement and school performance.

V. Annual Meeting

Within 60 days of the first day of school, the School shall convene an annual meeting to which all parents of children participating in Title I, Part A programs are invited and encouraged to attend. The School will hold additional meetings to ensure the maximum parental participation, providing the same information, to be offered at flexible times, such as in the morning or evening.

The information provided at the meetings will inform parents of the School's receipt of Title I, Part A funds and the specific requirements of Title I, Part A. Additionally, parents shall be informed of their rights to be involved in Title I, Part A programs.

VI. Notice

Within 60 days of the beginning of school, the School will send [e.g., via mail, sent home with students, and/or placed in orientation packets and/or registration packets] a notice to [if in a targeted assistance school] [parents of participating children] [or if in a school with a school wide program] [all parents] containing, but not limited to, the following information:

- Information about Title I, Part A programs;
- An explanation of the requirements of Title I, Part A programs;
- A description of the rights parents have for participation in Title I, Part A programs;

- A description (including timing of meetings, location, etc.) of how parents can participate in the planning, review and/or improvement of the parent involvement policy, and if applicable, the schoolwide program.
- A description and explanation of the curriculum in use at the School, the forms of academic assessment used to measure student progress and the proficiency levels students are expected to meet;
- An invitation to attend the annual meeting and additional meetings, providing information about the purpose of the meetings and the dates and times.
- A copy of the most current Parent Involvement Policy and a feedback form for parents to comment on its content.

With this notice, the School will include a survey for parents to complete identifying whether they will require transportation, child care or home visits in order to participate in the parental involvement program of the School. If there is sufficient need for transportation or child care at any of the parental involvement activities identified in this policy, the School may provide such services and notify the parents of such provided services.

In addition to mailing this notice to parents of participating children, the School will post the information on its website.

VII. Title I, Part A Program Involvement

In order to involve parents in an organized, ongoing and timely way in the planning, review and improvement of Title I, Part A programs, the parent involvement policy, and if applicable, the schoolwide program plan, the School will involve parents of participating students as follows:

- The School will conduct at least one Family Learning Night each year where all parents of participating children will be invited to the

School to learn about the different Title I, Part A programs, details of this policy, and if applicable, the schoolwide program plan. These meetings will be held at flexible times. Additionally, some may be located at community libraries or at parent volunteer homes for those who live far from the School.

- Parents not attending the Family Learning Nights will be contacted by a volunteer by telephone to encourage participation and inform them of future Family Learning Nights.
- The School will publish a regular Newsletter with notification of upcoming participation opportunities.
- The School will create an Advisory School Council (ASC) where it will plan, review and improve Title I, Part A programs, the parent involvement policy, and if applicable, the schoolwide program plan. The ASC will meet at the School and will consist of:

- The Principal
- 2 Teacher representatives elected by the faculty
- 1 Classified employee by the staff
- 1 Student representative elected by the Student Council
- 2 Parent representatives elected by the Parent Club
- 1 Community representative elected by the Parent Club
- All parents of participating children will be invited to the ASC meeting.

Additionally, the ASC will be involved in decisions regarding how funds reserved for parent involvement activities are allotted for those activities.

- Each year, the School will hold an End of School Night, at which parents of participating children will be invited to review Title I, Part A programs, the parent involvement policy, and if applicable, the schoolwide program plan and recommend any changes.
- At least one of parents of participating children will be invited to accompany School staff on retreats to participate in discussions and sessions dealing with Title I, Part A programs.
- If requested by parents of participating children, the School will schedule regular meetings where parents are able to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children. The School will respond to such suggestions within 48 hours.
- If the schoolwide program plan is not satisfactory to parents of participating children, the School will submit any parent comments on the plan when it submits the plan to the LEA.

VIII. Building Capacity for Involvement

A. Standards, Assessments, Title I Requirements, Monitoring Progress and Improving Student Achievement

In order to ensure effective parental involvement and support a partnership among the LEA, parents and the community to improve student academic achievement, the LEA will provide the following programs to assist parents in understanding State academic content standards and State student academic achievement standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of

their children (collectively referred to "Standards and Requirements"):

- The LEA will encourage parents to serve on its board of directors;
- The LEA will seek input from the Parent/Guardian Club and the ASC on ways to assist parents to understand the Standards and Requirements.
- The LEA will encourage parents to serve on its board committees.
- The LEA will regularly publish in its Newsletter, and/or on its website, descriptions and explanations of State academic content standards and State student academic achievement standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children.
- Regular meetings will be held by the LEA at each school, at community libraries and/or parent volunteer homes to discuss how parents can work with educators to improve their child's academic achievement.
- The LEA will hold Back to School nights to introduce parents to the School's curriculum and its correlation to the State's academic content standards and academic achievement standards.
- Parents will be invited to attend regular classes to learn about State and local academic assessments and to take sample tests.

B. Helping Parents to Work with their Children

In an effort to foster parental involvement, the LEA will provide materials and training to help parents to

work with their children to improve their children's achievement through the following programs:

➤ **Student-Teacher Status Portal:** MPS will use CoolSIS, an online web portal currently being used at all MPS. The use of the school website enables parents, students, and teachers to communicate more efficiently. Teachers have a webpage for every class in which they post course material, homework assignments, projects, course grade statistics and records of students' grades on quizzes, tests, class participation and homework assignments. Students and parents use confidential passwords to log on.

Families without home computers will be encouraged to come to the school and use one of the available computer stations. Classes are held at the school on how to use the portal as well as how to access it via free Internet access at public libraries if that is more convenient than coming to the school.

- The LEA will provide parents with access to literacy programs that bond families around reading and using the public library.
- The LEA will provide annual seminars on parenting skills and parent-child communication.
- The school's psychologist will work with parents to better understand their children and the issues facing them.
- The LEA will train parents how to tutor their children in the school.
- Individualized student and parent advisory sessions: Each of LEA teachers and mentors will be assigned to a small group of students. They will arrange two to four meetings at school during the school year to discuss their students' academic achievements.

- One-on-one meetings with the parents of academically low-achieving students to support the parent in providing the student the study environment he/she needs.

C. Education on Parent Involvement

The LEA will annually educate teachers, pupil services personnel, principals and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the School. The training shall take place each year in staff orientations, annual staff development materials and other in-service trainings held throughout the school year.

In order to better understand what works best for the current parents of participating children attending the LEA's schools, the education will take place after the following research is done (which shall be accomplished within the first 90 days of the commencement of the School year):

- **Home Visits:** Research has shown that one of the keys to successful teaching and schooling is creating personal connections with students inside and outside of school.² Knowing the students' outside interests, families, and home routines, and then using this information to connect in meaningful, individualized ways can have huge rewards in helping to create happier, healthier, and smarter kids. Recognizing these facts, the LEA will use home visits as one of the important features of its education program to not only improve student and school performance, but also to identify and intervene early with low-achieving students.

² Source:
http://crede.berkeley.edu/products/print/pract_briefs/pbi.shtml

The LEA teachers will visit students at their homes to enhance student learning and involvement. Family visits offer invaluable insights about students. They can provide new understanding about students' learning styles. Visits might also reveal the emotional and social needs and behaviors of students. It is helpful to know if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers can identify students' latest interests or concerns, such as a new hobby, an upcoming trip, or a change in the family. The LEA staff uses an "Activity Module" in its school information system, i.e., CoolSIS, to plan and record home visits.

- A phone tree will be established where volunteers call all parents of participating students to solicit feedback and ideas for building ties between parents and the LEA, how to best communicate with parents and how to work with parents as equal partners.
- A survey will be sent home to parents of participating students that solicits information on what skills each parent has to offer the LEA and what types of parental involvement programs in which parents would most likely participate.

D. Other Optional Parent Participation

The LEA will involve parents in the development of the training regarding the importance of parent involvement for teachers, principals and other educators to improve the effectiveness of such training.

In order to maximize parental involvement and participation, the LEA will arrange school meetings at various times or conduct in-home conferences between teachers or other educators, who work

directly with participating children, with parents who are unable to attend such conferences at the LEA.

The LEA will adopt and implement model approaches to improving parental involvement.

The LEA will develop appropriate roles for community-based organizations and businesses in parent involvement activities, such as sponsoring events, providing volunteers for school activities, and creating internships for students.

IX. Coordination with Other Programs

If applicable, the LEA shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with programs such as Head Start, Early Reading First, and public preschool and other programs and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.

The LEA will coordinate and integrate parent involvement programs and activities with these programs as follows: 1) requiring that the school conduct meetings involving parents, kindergarten or elementary school teachers, and Head Start teachers or, if appropriate, teachers from other early childhood development programs such as the Early Reading First program, to discuss the developmental and other needs of individual children; 2) developing and implementing a systematic procedure for receiving records regarding such children, transferred with parental consent from a Head Start program or, where applicable, another early childhood development program such as the Early Reading First program.

X. Annual Evaluation

The LEA, with the involvement of parents, shall conduct an annual evaluation of the content and effectiveness of this family involvement policy in improving the academic quality of the schools served under Title I, Part A, including identifying barriers to greater participation by parents in activities under

NCLB. The LEA will pay particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The LEA will use the findings of such evaluation to design strategies for more effective parental involvement and to revise, if necessary, this family involvement policy.

XI. School-Parent Compact

At the beginning of each school year, the School will enter in to School-Parent Compacts with parents of participating children. The School-Parent Compact will outline how parents, the entire school staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards.

The Parent Council will annually evaluate the effectiveness of the School-Parent Compact and provide feedback and suggestions for revision.

XII. Involvement of Parents of Limited English Proficient Students, Disabled Parents and Parents of Migratory Children

The LEA shall implement an effective means of outreach to parents of limited English proficient students to inform them regarding how they can be involved in the education of their children, and be active participants in assisting their children to attain English proficiency, achieve at high levels in core academic subjects and meet challenging State academic achievement standards and State academic content standards expected of all student. To accomplish this goal, the LEA will do the following:

- The LEA will hold regular meetings, and send notice of these meetings, for the purpose of formulating and responding to

recommendations from parents of participating children.

- The LEA will provide language translators at parent meetings to the extent practicable.
- The LEA will schedule meetings to enable families to share information about culture, background, children's talents and particular needs for the schools.
- The LEA will provide parents of limited English proficiency with access to English as a Second Language (ESL) classes to increase their English language proficiency to assist their children with homework. The school's principal will visit the classes to interact with the parents.

- **English Learner Advisory Committee:**
The English Learner Advisory Committee (ELAC) is mainly a committee of parents or other community members who want to advocate for English Learners. The committee provides parents of English Learners opportunities to learn more about the programs offered to their students and advises the principal and the Advisory School Council (ASC) on programs and services for English Learners.

State law mandates each school site with 21 or more students of Limited English Proficiency (LEP) in attendance, regardless of language, to form a functioning English Learner Advisory Committee (ELAC). The ELAC will be formed at the LEA when the School has 21 or more students of LEP.

The LEA will provide full opportunities for participation of parents with disabilities and parents of migratory children. To accomplish this goal, the LEA will do the following:

- The LEA will schedule meetings to enable families to share information about culture,

background, children's talents and particular needs for the schools.

- Teachers will be encouraged to make home visits to discuss student progress with the parents. Parents, students, and teachers meet throughout the year to monitor students' progress.
- Teachers will meet one-on-one with parents of such students on an as needed basis to ensure the proper supports are in place for the student.

XIII. Notices

In accordance with NCLB, the LEA will provide the following notices to parents of children attending Title I, Part A schools:

- Annual report card;
- A notice regarding the professional qualifications of the student's classroom teachers;
- The notice regarding language instruction programs;
- Any other notices required by law.

XIV. Miscellaneous

The LEA shall ensure that all information related to LEA and parent programs, meetings and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.

The LEA will provide other reasonable support for parental involvement activities as requested by parents.

SCHOOL-PARENT-STUDENT COMPACT

This School-Parent³-Student Compact is adopted by the Magnolia Public Schools (MPS) (hereinafter "School") and is intended to outline how parents, the entire School staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards. To this end, the School, the Parent, and the Student roles are outlined as follows:

I. School Responsibilities

- The School will provide high-quality curriculum and instruction in a supportive and effective learning environment that enables all students to meet the State Core Curriculum Content Standards in all content areas through aligned curriculum and rigorous assessment.
- The School will provide a variety of support programs to enhance instruction at all grade levels.
- The School will send frequent reports to parents on their child's progress.
- The School will hold parent-teacher conferences during which this Compact will be discussed as it relates to the individual student's achievement. Conference dates will be listed on the school calendar and additional dates will be sent through notification by the School.
- The School will grant parents reasonable access to staff by appointment through the office.

- The School will provide parents with the ability to observe classroom activities by appointment through the office.

II. Parent Responsibilities

I understand that my child's studies are very important and my participation in activities at MPS is a critical component of my child's educational success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will take a positive and active role in supporting my student's education.
- I will make certain my student attends school regularly and on time.
- I will notify school when child is absent and provide appropriate documentation.
- I will ensure that my student follows the school attendance policy and dress codes.
- I will ensure that my child come to school rested, clean, well-fed, and appropriately dressed (in student uniform).
- I will notify office immediately if there is a change of home address or phone number.
- I will set aside a specific time and place for my student to do homework.
- I will support my student in completing homework, including, if necessary, limiting time watching television, computer gaming, and recreational internet use.
- I will allow my student to attend remedial and other programs offered if requested by the school as is needed for individual improvement.
- I will set up a college bound environment at home and support my student through the college admission and scholarship finding process.

³ Within this policy, the word "parent" is employed. This word is intended to reach any caregiver of students enrolled in the School, including but not limited to, parents, guardians, grandparents, aunts, uncles, foster parents, stepparents, etc.

- I will emphasize my child adhere to the MPS Discipline Code at all times.
- I will enforce the School Code of Conduct with my child, including ensuring my child is wearing the uniform and promoting respect for teachers and all adults and students.
- I will follow through with any problem behaviors noted by the School.
- I will attend orientation meetings prior to the start of School.
- I will communicate regularly with my student's teachers to ensure his/her academic success (includes attending at least two conferences in a school year).
- I will review information and work sent home and/or posted on-line for parents and students via the school website and the online Student Information System (CoolSIS), and respond as necessary (computer access is available for parents at School if needed).
- I will review progress reports that are sent by the School, and respond as necessary.
- I will encourage positive attitudes toward school.
- I will talk with my student about what he/she is learning.
- I will expect and encourage my student to be focused on learning.
- I will expect and support my student to strive consistently to give his/her best, and to make his/her best academic progress.
- I will assure that my child do not destroy materials (textbooks, equipment, etc.) and/or MPS property.
- I will pay for any damages to materials and/or property incurred by student.
- I will assure that students do not bring destructive materials to school (markers, paint, etc.)
- I will assure that all school materials loaned to students will be returned in the condition issued (textbooks, library books, etc.) I will pay for any lost or damaged books in CASH only.
- I understand that a student's bringing or possession of any weapon is grounds for expulsion from the Charter School.
- I will complete and return all necessary school forms and documents on time as requested by school officials.
- I will volunteer at School when requested.

-III. Student Responsibilities

I am aware of my responsibilities and will do my best to satisfy my parents'/teachers' expectations at MPS because this will help me do better in the future. I agree to really try and do the following:

- I will come to school dressed in uniform every day and on time.
- I will be prepared for all my classes with all required materials.
- I will complete class work and homework on time.
- I will do all the homework assigned to me the best way I can and ask for help when needed.
- I will strive consistently to give my best, and to make my best academic progress.
- I will act responsibly and respectfully at all times and towards all members of the school community.
- I will follow all school rules.
- I will obey the School's Code of Conduct.

➤ I will respect my property, that of others, and that of the School.

➤ I will take good care of my books, and other materials the School allows me to use.

➤ I will serve my community.

INTERNAL COMPLAINT PROCEDURES

The ultimate purpose of this internal complaint procedure is to encourage the growth and development of MPS as a healthy community. Conflict is often a part of any development or growth process and may arise in any community. An effective process for resolving conflict is therefore both consistent with the vision and mission of MPS, and an essential component of the communication model that our School has adopted.

MPS recognizes that effective communication is paramount in effective conflict resolution and therefore strongly encourages communication strategies that include: Taking personal responsibility for one's own feelings and needs; communication that mutually acknowledges the needs and concerns of one another; and demonstrating honesty and integrity in every interaction.

LEVEL 1: Direct Resolution

If reasonably possible, informal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the person directly using conflict resolution skills without the intervention of a supervisor or other School administrator. It is the hope of MPS that most disputes can be resolved informally by direct and healthy communication between individuals. Such attempts at informal resolution should be documented in writing to assist the Principal (or CEO) and/or Board of Directors to participate effectively in the conflict's resolution.

Examples:

- Pedagogical issues pertaining to anything that occurs in the classroom, i.e., teaching, curriculum, classroom management, or teacher-student relationships, should be addressed directly with the class teacher. Teachers can be

contacted by email, written note or via appointment.

- Complaints/concerns about employees or supervisors that do not involve complaints of discrimination or harassment or violations of law should be first addressed with the employee or supervisor directly.

If the person(s) involved are unable to resolve the conflict or complaint, the complainant should contact the immediate/appropriate supervisor in an effort to resolve the issue.

LEVEL 2: School Level Resolution

- At this step, the complainant should be prepared to give details about the complaint and steps taken to resolve it. Anonymous complaints will not be considered except as provided in California Education Code section 49013(b) regarding pupil fee complaints. The immediate/appropriate supervisor will acknowledge receipt of the complaint in three (3) working days, investigate the complaint, a process which normally involves a discussion with the complainant, gathering of relevant facts and evidence, and respond to the complainant within ten (10) working days.

Examples:

- Pedagogical, academic or teacher related issues should be addressed with the Dean of Academics/Assistant Principal.
- Student behavior and discipline issues should be addressed with the Dean of Students/Assistant Principal.
- All other issues should be addressed with the Principal.

If the complainant is not satisfied with the response from the immediate/appropriate supervisor, e.g., Dean of Academics/Students or Assistant Principal or the complaint should be directly addressed with the Principal, the complainant should contact the Principal, who will respond within the same timeline.

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If the complainant is still dissatisfied, and wishes to take it further, the complainant, in writing, should bring the matter to the attention of the Chief Executive Officer (CEO) of MPS in an effort to resolve the issue.

LEVEL 3: MPS Home Office (“Home Office”) Level Resolution

At this step, the complainant should fill out the attached “Internal Complaint Procedures Form” giving details about the complaint and steps taken to resolve it, and contact the CEO of MPS at:

Chief Executive Officer
Magnolia Public Schools
13950 Milton Ave. Ste 200B
Westminster, CA 92683
Phone: (714) 892-5066
Fax: (714) 362-9588
Email: contact@magnoliapublicschools.org

The CEO (designee) will acknowledge receipt of the written complaint in five (5) working days, attempt to identify a resolution that is acceptable to both parties, within fifteen (15) working days of the receipt of the written complaint.

If the complainant is not satisfied with the response from the CEO (designee), and wishes to take it further, the complainant, in writing, should bring the matter to the attention of the MPS Board of Directors (“the Board.”)

LEVEL 4: Board Level Resolution⁴

At this step, the complainant can file a written complaint with the Board through the Administrative Assistant at the MPS Home Office. (Same contact information as in Level 3) The complainant should

update the Internal Complaint Procedures Form that was used in Level 3. The Administrative Assistant will acknowledge receipt of the written complaint in five (5) working days. The Board may consider the matter at its next regular Board meeting or at a special board meeting convened in order to meet the 60 day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the CEO’s decision will be final. If the Board hears the complaint, the Administrative Assistant will send the Board’s decision to the complainant within 60 days of the School’s initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. The decision of the Board shall be final except as provided in California Education Code section 49013(b) regarding pupil fees.

⁴ For MSA-San Diego, MSA-San Diego Governance Committee will work with the Principal and the Home Office in following the Internal Complaint Procedures to resolve internal complaints and conflicts before they escalate to the MPS Board level.

INTERNAL COMPLAINT PROCEDURES FORM

Person filing complaint:

Name: _____ Title: _____
 Home Address: _____
 Phone #: _____ Email: _____
 Person Filing Complaint Is: Parent Advocate Student Employee Other

Complaint filed on behalf of self (person filing complaint as indicated above) or on behalf of:

Name: _____
 (if applicable) For student: _____ Date of Birth: _____ Grade: _____

Site:

School/Work Site/Office of Alleged Violation/Complaint: _____

Type of complaint:

<p><u>Allegation of Noncompliance</u> Check the program or activity referred to in your complaint.</p>	<p><input type="checkbox"/> Adult Education <input type="checkbox"/> Career Technical Education <input type="checkbox"/> Child Development Programs <input type="checkbox"/> Consolidated Categorical Programs <input type="checkbox"/> Migrant and Indian Education <input type="checkbox"/> Nutrition Services <input type="checkbox"/> Special Education</p>	
<p><u>Allegation of unlawful adult-to-student, student-to-student, or non-employee discrimination or harassment</u> Check the basis of the unlawful discrimination/harassment described in your complaint.</p>	<p><input type="checkbox"/> Age <input type="checkbox"/> Ancestry <input type="checkbox"/> Color <input type="checkbox"/> Disability (Mental or Physical) <input type="checkbox"/> Ethnic Group Identification <input type="checkbox"/> Gender <input type="checkbox"/> National Origin <input type="checkbox"/> Race <input type="checkbox"/> Religion <input type="checkbox"/> Sex (Actual or Perceived) <input type="checkbox"/> Sexual Orientation (Actual or Perceived) <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics <input type="checkbox"/></p>	
<p><u>Other</u></p>	<p><input type="checkbox"/> Unlawful Sexual Harassment <input type="checkbox"/> Complaint by Employee Against Employee</p>	
<p><u>All other complaints</u> Follow the resolution steps for all other complaints. Check the type of complaint.</p>	<p><input type="checkbox"/> Pedagogical, academic or teacher related issue <input type="checkbox"/> Student behavior or discipline issue <input type="checkbox"/> Other issue: _____ _____ _____</p>	<p><u>Resolution Steps:</u> <u>Level 1: Direct Resolution</u> <u>Level 2: School Level Resolution</u> Fill out this form at Level 3. <u>Level 3: MPS Home Office</u> _____ Level Resolution <u>Level 4: Board Level Resolution</u></p>

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

Blank lined area for providing facts about the complaint.

2. Have you discussed your complaint or brought your complaint to any MPS personnel? If you have, to whom did you take the complaint, and what was the result?

Blank lined area for discussing the complaint with MPS personnel.

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents: Yes No

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Chief Executive Officer
Magnolia Public Schools
13950 Milton Ave. Ste 200B
Westminster, CA 92683
Phone: (714) 892-5066

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| MPS Student/Parent Handbook

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MAGNOLIA PUBLIC SCHOOLS**Receipt of and Agreement to the MPS Handbook and School-Parent-Student Compact**

I have received a copy of the Magnolia Public Schools Student/Parent Handbook including the School-Parent-Student Compact, or I can access it at the school website. I understand that it is a source of information and a set of guidelines for implementation of school policies and procedures. I have read, understood, and agreed to the Student/Parent Handbook including the School-Parent-Student Compact. I understand that Magnolia Public Schools can unilaterally rescind, modify, or make exceptions to any of these policies, or adopt new policies, at any time. I also understand that the provisions of the Handbook will control over any contrary statements, representations or assurances made by any supervisory personnel except those made in writing by the Chief Executive Officer or his or her designee.

Student's Name: _____ **Student's Signature:** _____

Parent/Guardian's Name: _____ **P/G's Signature:** _____

Date: _____

(If known, circle grade and group.)

Grade: _____ **K** _____ **1** _____ **2** _____ **3** _____ **4** _____ **5**

_____ **6** _____ **7** _____ **8** _____

_____ **9** _____ **10** _____ **11** _____ **12** _____

Group: _____ **A** _____ **B** _____ **C** _____ **D** _____ **E** _____ **F**

Copy for Student/Parent

MAGNOLIA PUBLIC SCHOOLS

Receipt of and Agreement to the MPS Handbook, [Student Technology Use Policy-Acceptable Use Agreement](#), and School-Parent-Student Compact

I have received a copy of the Magnolia Public Schools Student/Parent Handbook including the [Student Technology Use Policy-Acceptable Use Agreement](#), and School-Parent-Student Compact, or I can access it at the school website. I understand that it is a source of information and a set of guidelines for implementation of school policies and procedures. I have read, understood, and agreed to the Student/Parent Handbook including the [Student Technology Use Policy-Acceptable Use Agreement](#) and School-Parent-Student Compact. I understand that Magnolia Public Schools can unilaterally rescind, modify, or make exceptions to any of these policies, or adopt new policies, at any time. I also understand that the provisions of the Handbook will control over any contrary statements, representations or assurances made by any supervisory personnel except those made in writing by the Chief Executive Officer or his or her designee.

Student's Name: _____ **Student's Signature:** _____

Parent/Guardian's Name: _____ **P/G's Signature:** _____

Date: _____

(If known, circle grade and group.)

Grade:	K	1	2	3	4	5
	6	7	8			
	9	10	11	12		

Group:	A	B	C	D	E	F
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| MPS Student/Parent Handbook

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Copy for Student File

Cover Sheet

Item 7e 2015-16 Employee Handbook

Section: II. Consent Agenda
Item: C. Item 7e 2015-16 Employee Handbook
Purpose: Vote
Submitted by:
Related Material: Item 7e Employee Handbook.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	7e
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Oswaldo Diaz, Chief Financial Officer
RE:	Approval of the 2015-16 Employee Handbook

Proposed Board Recommendation

I move that the board approve the 2015-16 Employee Handbook

Background

As part of the annual review of the Employee Handbook, modifications have been incorporated in accordance with California Labor Code. A summary of the changes are described as follows:

Summary of Changes

- Table of Contents: Page numbers changed.
- Immigration Compliance (page 5): Language amended.
- Full-time employee (page 6): Language amended.
- Tuberculosis Testing (page 7): Language amended to include new provisions that written proof from a physician of a risk assessment will suffice in lieu of actual test.
- Harassment Policy (page 9): Language around training added.
- Harassment Policy (page 10): Language around personal relations in the professional setting added.
- Attendance Policy (page 22): Language deleted.
- Mandatory Training and Meetings (page 22): Language deleted.
- Prohibited Conduct (page 24): Added failure to possess or maintain credential/certificate as terminable offense.
- Child Neglect and Abuse Reporting (page 25): Added training provisions.
- Sick Leave (page 28):
 - Amended language based on new CA regulations that went into effect January 1, 2015.
 - All MPS employees including part-time employees are eligible to receive paid sick leave.
 - Unused sick leave payout of \$ 125 per day



MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminister, CA 92683

P: (714) 892-5066 F: (714) 362-9588

- FMLA (page 32): Changes made to language of qualifying circumstances for FMLA.
- FMLA (page 33): Language around FMLA and holiday leaves.

Budget Implications

Sick leave payout costs will increase based on new California Labor Law requirements that state that unused sick days accrued by all part-time employees will need to be paid at the end of each fiscal year.

Name of Staff Originator: Oswaldo Diaz, Chief Financial Officer

2015-2016 Employee Handbook

Summary of Changes:

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- FMLA (page 33): Language around FMLA and holiday leaves.

Magnolia Public Schools

Employee Handbook 2015-16

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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, and math (STEM) 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 "Get Ready for Life (GRFL)" curriculum, expected school wide learning results (ESLR), and all school activities.

Value: Scholarship

Success and Self Discipline

Value: Critical Thinking

Citizenship and Personal Qualities

Value: Social Responsibility

Respect and Responsible Choices

Value: Effective Communication

Conflict Resolution and Human Relations

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) 219-0676
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	6365 Lake Atlin Ave., San Diego, CA 92119	(619) 644-1300
Magnolia Science Academy-Santa Ana	102 Baker St. E, Costa Mesa, CA 92626	(714) 557-7002
Magnolia Science Academy-Santa Clara	2720 Sonoma Place, Santa Clara, CA 95051	(408) 244-2620

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I. 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 Central Office ("MPSCO") 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 sign the two (2) employee acknowledgement forms at the end of this Handbook, keep one for your files and provide the other to **your supervisor**. This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

II. Hiring Policies and Procedures

A. At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

B. 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, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), 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 employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, 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. MPS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her 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.

C. 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.

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.

If you have any questions or need more information on immigration compliance issues, please contact the Principal. ~~The School does not discriminate against any individual because of his or her national origin, citizenship or intent to become a U.S. citizen in compliance with the Immigration Reform and Control Act of 1986. It is, however, the policy of the School to only employ those individuals that are authorized to work in the United States. In furtherance thereof, the School requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States. The employee will also be required to sign a legal verification attesting to her/his authorization to be legally employed in the United States.~~

D. Employee Classifications

The School's employees are classified in the following categories: Exempt, non-exempt, and full-time, part-time or temporary.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under applicable law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

Non-Exempt: Non-exempt employees are those employees with job assignments that do not meet exemption tests under applicable law. Thus, these employees are paid overtime wages for overtime worked in accordance with the law.

Full-Time: Full-time employees are those employees who are scheduled to work at least forty (40) hours in a week. The sole exception to this definition is that for purposes of benefits eligibility, applicable law defines full-time employees as those working at least thirty (30) hours per week.

Part-Time: Part-time employees are those employees who are scheduled to work less than forty (40) hours in a week.

Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than twelve (12) months.

Part-time and temporary employees 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.

Full-time teaching staff, school administrators, MPSCO executives, and all other employees who qualify as “exempt” under the law will be considered exempt for purposes of overtime calculations. If you have any questions about your classification, please consult with **MPSCO Human Resources**.

E. 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.

F. Certification and Licensure of Instructional Staff

Each of the School’s core academic 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 and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for “highly qualified teachers.” Paraprofessional staff may also be required to document that they meet federal 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 the **his or her direct supervisor** no later than the close of business on 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.

G. Tuberculosis Testing

All employees of the School, Except for employees transferring from other schools, must submit written proof from a physician of a risk assessment no person shall be employed by the School unless the employee has submitted proof of an examination for tuberculosis (TB) within the past sixty (60) days that the employee is free of active tuberculosis. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consist of an approved TB test, which, if positive will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary.

Food handlers will 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.

Employees transferring from other public or private schools within the State of California must either provide proof of an examination

within the previous sixty (60) days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice 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 years and was found to be free of communicable tuberculosis.

~~The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs.~~

~~All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active 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.

Compliance with the MPS tuberculosis testing policy is a condition of initial and continuing employment. Failure to comply with this policy may result in disciplinary action, up to and including release from at-will employment.

H. Criminal Background Checks

As a condition of employment, the School requires all applicants for employment to submit two (2) sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the

Department of Justice and Federal Bureau of Investigation. The School will not employ a person who has been convicted of a controlled substance or sex offense, or a violent or serious felony, or a person who would otherwise be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

III. General Workplace Policies

A. Policy Prohibiting Unlawful Harassment

MPS is committed to providing a work and educational atmosphere that is free of unlawful harassment. MPS's policy prohibits sexual harassment and harassment based upon race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state, or local laws. MPS will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. MPS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Prohibited Unlawful Harassment:

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment:

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons,

regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

MPS is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will include the prevention of abusive conduct in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, including but 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. 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. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to **the Principal (or MPSCO Human Services for MPSCO employees)**. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "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 reward or deferential treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPS policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation in an investigation, filing of a complaint or reporting sexual harassment.

MPS will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

B. Staff/Student Interaction Policy

MPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment:

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

Examples of PERMITTED actions (NOT corporal punishment):

- Stopping a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism;

- Defending yourself from physical injury or assault by a student;
- Forcing a pupil to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment):

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior:

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be

engaged in this conduct if my family or colleagues were standing next to me?”

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member’s perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior

that crosses boundaries or where a student appears to be at risk for sexual abuse.

Unacceptable Staff/Student Behaviors (Violations of this Policy):

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the school;
- Making or participating in sexually inappropriate comments;
- Sexual jokes;
- Seeking emotional involvement with a student for your benefit;
- Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission:

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- Giving students a ride to/from school or school activities;
- Being alone in a room with a student at school with the door closed;
- Allowing students in your home.

Cautionary Staff/Student Behaviors:

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- Remarks about the physical attributes or development of anyone;
- Excessive attention toward a particular student;
- Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors:

- Getting parents' written consent for any after-school activity;
- Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology);
- Keeping the door open when alone with a student;
- Keeping reasonable space between 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.

C. 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 MPSCO Human Services)**.

D. 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 MPSCO Human Services for MPSCO employees)** with your questions or concerns. If the situation is not resolved to your satisfaction, please contact **MPSCO Human Services**, preferably in writing, who will further investigate the issue.

E. Drug-Free Workplace

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

F. Smoking

All School buildings and facilities are non-smoking facilities.

G. 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.

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

H. 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 MPSCO Human Services for MPSCO 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 MPSCO Human Services for MPSCO employees)** when keys are missing or if security access codes or passes have been breached.

I. 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.

J. 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.

K. 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.

L. Company 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 also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. 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.

M. 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.

N. **Use of Company
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.

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. Manager** 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 e-mail system and internet access is 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 is 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.

O. Social Media

If an employee decides to keep a personal blog 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.

P. 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.

Q. Personnel Files and Record Keeping Protocols

At the time of your employment, a personnel file is established for you. Please keep **the Principal (or MPSCO Human Services for MPSCO employees)** advised of changes that should be reflected in your personnel file. 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 you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. MPS will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to **the Principal (or MPSCO Human Services for MPSCO employees)**. Only **the Principal and MPSCO Human Services** 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.

R. 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.

S. 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. 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.

T. Whistleblower Policy

MPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the

School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

IV. Hours of Work, Overtime and Attendance

A. 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 full-time non-exempt employees is normally forty (40) hours per week. Your supervisor will assign your work schedule. Typical working hours for full-time employees are as follows.*

Regular working hours	
<i>School Level: Full-time office staff</i>	7:30 a.m. – 4:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)
<i>School Level: All other full-time employees</i>	7:45 a.m. – 4:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)
<i>CMO Level: All full-time MPSCO employees</i>	8:30 a.m. – 5:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)
Summer working hours	
between the school year end date and the new school year in-service start date	
<i>School Level: All full-time employees</i>	9:00 a.m. – 2:00 p.m. (Included: two ten-minute breaks)
<i>CMO Level: All full-time MPSCO employees</i>	9:00 a.m. – 3:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)

* The exact working hours will be indicated in each individual's employment agreement and may vary from one School site to another.

Employees may be required to work beyond the regularly scheduled workday or workweek as necessary:

- Employees may have to work hours beyond their normal schedules as work demands require.
- 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 teaching staff 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**.

B. Overtime

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case 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. All overtime work must be previously authorized by **the Principal (or MPSCO Human Services for MPSCO 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.

C. Make Up Time

You may request in writing that you be able to make up work time that is or would be lost as a result of a personal obligation. 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. You shall provide a signed written request for each occasion that you make a request to make up work time and authorization is at the option of the School. Make up time is not encouraged.

D. 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 MPSCO Human Services for MPSCO employees)** will discuss the situation with the employee.

E. Work Breaks

School employees are allowed one (1) **thirty (30)-minute** unpaid meal break each work day where the employee works more than five (5) hours in a day. Employees are not allowed to work more than five (5) hours without taking a meal break, unless the employee does not work more than six (6) hours in a day and the employee voluntarily waives the meal break in writing.

Employees must take two (2) ten (10)-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period. Employees should contact **the Principal (or MPSCO Human Services for MPSCO employees)** to schedule their meal and break periods.

F. Pay Days

For **all employees**, payday is scheduled on the first day of each succeeding calendar month. For full-time employees, the School pays in twelve (12) equal monthly payments. Each paycheck will include earnings for all reported work performed through the end of the payroll period. 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 MPSCO Human Services for MPSCO employees)** if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

G. 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:

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the **MPSCO Human Services** to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to **the Principal (or MPSCO Human Services for MPSCO 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 MPSCO Human Services for MPSCO employees)**. 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.

H. Salary Compensation for Partial Pay Period

Salary payments to employees who are employed for less than a full pay period because of leave without pay, separation from employment for any reason, or employment at dates other than the beginning or the end of the pay period are computed on the basis of actual working days in the month. For this purpose working days are considered to be forty (40) hours Monday through Friday unless otherwise specified.

For teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

I. 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 \$25 per regular course period and \$15 per half-course period, e.g., SSR or Advisory, unless indicated differently on the individual's employment agreement.

J. 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 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. ~~arrange for a qualified substitute to be approved by the Principal.~~ 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.

If you fail to come to work for three consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School at the close of business of the third missed day.

K. Time Records

Time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken by non-exempt employees. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record.

L. 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 in-services, weekly staff meetings, and other mandatory training and meetings as directed by the **Principal**.

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours.

All 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 non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

V. Standards of Conduct

A. Personal Appearance

Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all times wear shoes. Your **direct supervisor** will inform you of any specific dress requirements for your position. 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.

B. 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 at-will employment relationship the employee has with the School.

- Insubordination;
- Unacceptable job performance;
- Release of confidential information without authorization;
- Unexcused absence and/or lack of punctuality;
- Abuse of sick leave;
- Unreported absence of any three consecutively scheduled workdays;
- Working unauthorized overtime or refusing to work assigned overtime;

- Misuse of School property or funds;
- Unauthorized use of School equipment, materials, time or 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;
- Violations of the sexual harassment policy;
- 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;
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law;
- 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.

C. 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.

D. 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.

E. 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.

F. Child Neglect and Abuse Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to Child Protective Services. Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to Child Protective Services. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.

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, using the online training module provided by the State Department of Social Services, 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.

G. 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 MPSCO Human Services for MPSCO employees)**. In general, all expenses must have been previously approved **in CoolSIS by the Principal (or the CEO (or designee) for MPSCO employees)**. All reimbursement forms must be complete and submitted **in CoolSIS**.

VI. Employee Benefits

A. Holidays and Vacation

1. Legal Holidays

All **full-time** employees will receive the following paid legal holidays in 2015-16:

<u>Legal Holidays</u>	<u>Dates</u>
Labor Day	September 7, 2015
Veterans Day	November 11, 2015
Thanksgiving Day*	November 26, 2015
Christmas Day**	December 25, 2015
New Year's Day**	January 1, 2016
M. L. King Day	January 18, 2016
Presidents' Day	February 15, 2016
Cesar Chavez Day	March 31, 2016
Memorial Day	May 30, 2016

Independence Day	July 4, 201 6 ⁵
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- * Falls during Thanksgiving Break
- ** Falls during Winter Break

2. School Breaks

All **full-time** employees will receive the following paid school breaks in 2015-16:

- 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 Thanksgiving break, fifteen (15) days of winter break, and five (5) days of spring break. **School administrators, school classified employees, and MPSCO employees** will have three (3) days of Thanksgiving break, three (3) days of spring break, and eleven (11) days of winter break.

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 **MPSCO Human Resources**.

<u>School Breaks</u>	<u>Dates</u>
Full-time teaching staff:	
Thanksgiving Break	November 24-28, 2014
Winter Break	December 22, 2014 – January 9, 2015
Spring Break	March 30, 2015 – April 3, 2015
School administrators, school classified	

employees, and MPSCO employees:	
Thanksgiving Break	November 26-28, 2014
Winter Break	December 22, 2014 – January 5, 2015
Spring Break	April 1-3, 2015

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 MPSCO employees work.

3. Vacation

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. 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:

<u>Type of Staff</u>	<u>Vacation Accrual</u>
School administrators	2 days for each full month worked up to a maximum of 20 days per year
School classified employees	1½ days for each full month worked up to a maximum of 15 days per year

MPSCO employees	2 days for each full month worked up to a maximum of 20 days per year
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Vacation accruals may not exceed an employee's current annual entitlement, plus two (2) days. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

No employee will receive pay in lieu of vacation, except as required by law. Employees may not borrow against unearned vacation time.

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. Vacation requests must be made at least two (2) weeks prior to the desired vacation time. Job requirements will always have precedence over vacation schedules.

*** **Teaching staff** does not accrue vacation. Full-time teaching staff works on a 10-month work schedule, i.e., August through May, or on an 11-month work schedule, i.e., August through June if the last day of school falls in June, and

receives pay over a 12-month pay period, i.e., August through July.

For full-time teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

B. 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. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) 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. All full-time employees accrue sick leave from the date of hire at the rate of one (1) day for each full month worked up to a maximum of ten (10) days per year. All eligible employees shall be credited with twenty-four (24) hours of sick leave at the beginning of each year, subject to the restrictions below, with any remaining sick leave to accrue throughout the remainder of the 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 ~~a form of insurance that employees accumulate in order to provide a cushion for~~

~~incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave.~~ 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 will be required before the School honors any sick pay requests. 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. 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. The School may buy back all unused sick leave days at the rate of **\$125** per day by the end of July.

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.

C. Insurance Benefits

1. 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 **100** percent of the premium for employees and **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. The School may reimburse the employee at the rate of \$150 per month if he or she declines health insurance benefits in writing by no later than September of each year.

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.

2. 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 **MPSCO Human Services**.

3. 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 **MPSCO Human Services**.

4. 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.

5. COBRA Benefits

Continuation of Medical and/or Dental Benefits:

When your coverage under the School's medical and/or dental plans ends, you or your dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, you must pay the full cost of coverage - your contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

- Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Your hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making you ineligible for the plan.

This eighteen (18)-month period may be extended an additional eleven (11) months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This eighteen (18)-month period also may be extended if other events (such as a divorce or death) occur during the eighteen (18)-month period.

Your spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age sixty-five (65); or
- Your 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 you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within thirty (30) days of the event. MPS will then notify you or your dependents of your 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 twenty-nine (29)-months due to disability and there has been a final determination that you are no longer disabled.

D. Leaves of Absence

Under certain circumstances, the School may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to **MPSCO Human Services** as far in advance as is practicable. While on leave, employees should occasionally keep in contact with **his or her direct supervisor** and must notify **MPSCO Human Services** if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting **his or her direct supervisor**, it will be presumed that the employee abandoned his/her position with the School and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated.

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact **MPSCO Human Services** to request specific information relating to a particular leave policy.

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by **MPSCO Human Services**. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

1. 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 and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave.

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 ~~:(1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care;~~ or (2) continuing treatment, including, but not limited to, treatment for substance abuse by a health care provider.

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.

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.

~~a.~~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 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 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/~~or~~ 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 or clarify information in a deficient certification if the employee is unable to cure the deficiency.

- If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave:

- An employee should request FMLA leave by completing a Request for Leave form and submitting it to **the Principal (or MPSCO Human Services for MPSCO employees)**. An employee asking for a Request for Leave form will be given a copy of the School's then-current 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.
- 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.
- ~~In most cases, t~~The School will respond to an FMLA leave request no later than five (5) within two (2) days of acquiring knowledge that the leave is being taken for an FMLA qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. 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/~~or~~ her own serious health condition, the employee must obtain a certification from his/~~or~~ her health care provider that he/~~or~~ 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 to 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.

2. 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, 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.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

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 MPSCO Human Services for MPSCO 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 or as soon of notice 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.

- In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, 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.

3. Medical Leave of Absence

At the discretion of **MPSCO Human Services**, 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 **MPSCO Human Services** 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.

4. 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.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker’s compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day 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.

5. 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 current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, 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 in the discretion of the School.

6. **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.

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. 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.

The School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform **the Principal (or MPSCO Human Services for MPSCO 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.

Employees may be eligible for as many as ten (10) unpaid days off when their spouse is on leave from military deployment during a period of military conflict. A qualified employee is one who works more than twenty (20) hours per week and whose spouse is a member of the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict. In order to qualify for the leave, the employee must notify the Company within two (2) days of receiving official notice that his or her spouse will be on leave from deployment and must provide written documentation certifying that the spouse will be on leave from deployment.

7. 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 **MPSCO Human Services**. 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.

8. 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 **MPSCO Human Services**. 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.

9. Time Off to Attend Child's School Discipline

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact **the Principal (or MPSCO Human Services for MPSCO employees)** to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

10. Time Off to Attend Child's School Activities

Employees that are parents, guardians or grandparents with custody of a child in kindergarten, grades 1-12 or with a child in a licensed day care facility, may wish to take time off to visit the school of your child for a school activity. Employees may take off up to eight (8) hours each calendar month (up to a maximum of forty (40) hours each school year), provided the employee gives reasonable notice to the Company of the planned absence. The School requires documentation from the school noting the date and time of your visit.

If both parents of a child work for the School, the first parent to provide notice may take the time off, unless the School approves both parents taking time off simultaneously.

11. 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 MPSCO Human Services for MPSCO employees)** of your commitment to act as election official as far in advance as possible.

12. 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 MPSCO Human Services for MPSCO employees)** of your commitment to serve on a jury or as a witness as far in advance as possible.

13. Time Off for Victims of Crime or Domestic Violence

Employees who are victims of domestic violence or sexual assault 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/domestic violence leave. Please notify **MPSCO Human Services** of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes.

14. 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 **MPSCO Human Services** 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.

15. 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 MPSCO Human Services for MPSCO 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 MPSCO Human Services for MPSCO employees)** before leaving the School's premises.

16. 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 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 MPSCO Human Services for MPSCO employees)** to request and schedule time off to vote.

17. Workers' Compensation Leave

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.

18. 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 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 his or her earned but unused sick leave for bone marrow donation and two (2) ~~week's worth~~ weeks' worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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.

19. 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 MPSCO Human Services for MPSCO employees)** thirty (30) ~~days notice~~ 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 you need further information regarding Leaves of Absence, be sure to consult **MPSCO Human Services**.

E. Retirement

All full-time certificated staff members who are eligible (administrators, counselors, special education program administrators, and teaching employees) will participate in the State Teachers' Retirement System (STRS). All full-time classified staff members who are eligible (office staff and instructional aides) will participate in the Public Employees Retirement System (PERS) or Social Security, as appropriate.

MPSCO Human Resources and Payroll Specialist are responsible for monitoring the appropriate administration of benefits. The School will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and the 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 School will submit all retirement

data and will comply with all policies and procedures for payroll reporting.

VII. Employment Evaluation and Separation

A. 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 it 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.

B. 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 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.

C. Voluntary Termination

Either the employee or the School may terminate the employment relationship at any time, with or without notice and with or without cause. While it is not required, the School requests that 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 company 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.

D. Pay at Time of Separation

Employees separated from employment will be paid for time worked (less deductions) 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 full-time employees at the rate of \$75 per day at the time of separation. **[INCONSISTENT?]**

Pay for earned but unused vacation time will be provided to full-time employees at time of separation. Vacation pay is computed on the basis of accrued vacation days (see section titled "Vacation,") assuming twenty (20) working days per month. For example, if an employee has accrued fifteen (15) days of vacation at time of separation, he or she will receive an amount that equals to 15/20 (or 75%) of his or her regular monthly salary as vacation pay.

Full-time teaching staff does not accrue vacation; they work on a 10-month work schedule, i.e., August through May, or on an 11-month work schedule, i.e., August through June if the last day of school falls in June, and receive pay over a 12-month pay period, i.e., August through July.

For full-time teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

Full-time teaching staff who have been fully employed during a 10- or 11-month work schedule will continue to receive their June and July salaries, also called summer holdback, at

their regular monthly rate, making it a complete 12-month pay period.

For full-time teaching staff who have been employed less than the full 10- or 11-month work schedule, June and July salaries will be prorated based on the actual number of days and months fully worked during the school year.

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.

E. 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 and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

VIII. 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 are addressed under the School’s “Policy Against Unlawful Harassment.”

Internal Complaints:

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with **your direct supervisor**. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by **the Principal (or the CEO (or designee) for MPSCO employees)**:

- The complainant will bring the matter to the attention of **the Principal (or the CEO (or designee) for MPSCO employees)** as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. **The Principal (or the CEO for MPSCO employees) (or designee)** will then investigate the facts and provide a solution or explanation;
- If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the **CEO (or designee.) The CEO (or designee)**

will then investigate the facts and provide a solution or explanation;

- If the complaint is about the CEO, the complainant may file his or her complaint in a signed writing to **the President of the Board of Directors** of the School, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. **The Board President or investigator** will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees:

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of **the Principal or the CEO** (if the complaint concerns the Principal) or **the Board President** (if the complaint concerns the CEO) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, **the Principal (or the CEO (or the Board President)) (or designee)** shall abide by the following process:

- **The Principal (or the CEO) (or designee)** shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

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

General Requirements:

- Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing

of any complaints or participation in any complaint process.

- Resolution: **The Board** (if a complaint is about the CEO) or **the CEO** (if a complaint is about the Principal or MPSCO employees) or **the Principal** or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

IX. 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 COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.

If you are an employee of the School, you may file this form with the Principal (or CEO (or Board President.))

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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 harasser.

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 are taken very seriously by the School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. 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 sexually harassed you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B
COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

ACKNOWLEDGEMENT OF HANDBOOK AND AT-WILL EMPLOYMENT

I acknowledge that I have received the Magnolia Public Schools' (MPS) Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either express or implied between me and the School.
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that other than the **Chief Executive Officer (CEO) of MPS**, no supervisor or representative of the School has the 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. I understand that only the **CEO** has the authority to make any such agreement and then only in writing signed by the **President of the Board of Directors**.

Employee's Name: _____

Employee's Signature: _____

Date: _____

Copy for Employee

ACKNOWLEDGEMENT OF HANDBOOK AND AT-WILL EMPLOYMENT

I acknowledge that I have received the Magnolia Public Schools' (MPS) Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either express or implied between me and the School.
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that other than the **Chief Executive Officer (CEO) of MPS**, no supervisor or representative of the School has the 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. I understand that only the **CEO** has the authority to make any such agreement and then only in writing signed by the **President of the Board of Directors**.

Employee's Name: _____

Employee's Signature: _____

Date: _____

Copy for Personnel File

Cover Sheet

Item 7f Approval of Professional Development Agreements and Contracts

Section: II. Consent Agenda
Item: D. Item 7f Approval of Professional Development Agreements and Contracts
Purpose: Vote
Submitted by:
Related Material: Item 7f Blended learning PD Agreement.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	7f
Date:	08.13.15
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Michelle Hurst-Crumpton, Chief Academic Officer
RE:	Blended Learning Professional Development Agreement

Proposed Board Recommendation

I move that the board approve a contract with the Alvo Institute for Blended Learning: Curriculum Design and Strategic Planning for the 2015-2016 school year, renewable as needed.

Background

The core content curricular purchase in this school year included both books and online resources that complement the investments we have made in Chrome Books, laptops, iPads and telecommunication infrastructure. However, we have not made a similar investment in thinking through how we integrate our instructional strategies and this technology investment. After reviewing various consultants and vendors, the Curriculum and Instruction team found the Alvo institute team to be the most experienced, cost effective, and best fit to support the Magnolia site leadership teams through the process of innovation.

The Alvo Institute provides design, implementation and Professional Development services to help schools, districts and educational agencies design, implement and sustainably operate innovative, 21st century classrooms. Founded in 2008, Alvo was the first technology diagnostic firm in the country to help schools design and implement blended learning. Alvo has served a wide range of clients including schools and districts in urban districts such as Los Angeles and Oakland, charter schools such as Summit Public Schools, KIPP Courage Houston, KIPP National, Alpha Public Schools and Da Vinci, rural districts in Oregon and Illinois, and independent schools in New York, Baltimore and Cleveland.

Budget implications

This item is in the approved budget for FY 2015-2016. Serving all Magnolia Schools, the allocated cost per school is: \$8,445.45 the total budgetary impact is \$92,900.00

Attachments:

Alvo Institute Contract

Name of Staff Originator: Michelle Hurst-Crumpton



**Strategic Planning and Curriculum Design Support Services
Agreement Prepared for
Michelle Crumpton, M.Ed.,MA.CI. – Chief Academic
Officer
Magnolia Public Schools**

Prepared by Rebecca Tomasini, Founder and CEO

The Alvo Institute

July 17, 2015

The Alvo Institute

Licensing and Support Services Agreement

This Licensing and Support Services (the "Agreement") is made (month) _____ (date) _____, 2015 by and between Magnolia Public Schools, 13950 Milton Ave STE 200B, Westminster, CA 92683 and Alvo Institute, LLC, 95 Rio Vista Ave, Oakland, CA 94611 ("Alvo"). CLIENT and Alvo agree to the following:

1. **Term.** This Agreement will begin on the day of full execution and will continue through August 30, 2016. The work is outlined in Scope of Work (SOW) in Appendix A. Alvo and CLIENT may add additional SOWs as appendices should additional or changes in scope of work or deliverables be desired and such appendices shall be consecutively identified and signed by authorized representatives of Alvo and CLIENT.
2. **Description of Services.** Alvo shall provide advisory, liaison and project management support services (the "Services") outlined in Appendix A. Alvo agrees to perform all Services to the best of its ability, in a professional manner, and in accordance with the terms and conditions set forth in this Agreement.
3. **Fees; Expenses.** CLIENT will pay all fees and payments identified in Appendix A on a monthly basis. Alvo will invoice CLIENT at the beginning of each month for such services and expenses and CLIENT agrees to pay such invoices within 30 calendar days of the receipt of same unless otherwise noted. In the event that CLIENT does not timely pay a monthly invoice, Alvo may immediately suspend its services until payment is made. A late fee of 1.5% of the outstanding invoice amount will be charged to the CLIENT. In the event that CLIENT does not timely pay a monthly invoice, Alvo may immediately suspend its services until payment is made. If additional work is required beyond that identified in Appendix A, Alvo will make all reasonable efforts to anticipate and alert CLIENT.

To reserve Alvo's time, a non-refundable deposit of \$2,000 is due by July 15, 2015, or earlier, in order to reserve the July August workshops. The deposit will be applied to the invoice for the workshops.

4. **No Employment Relationship; No Liability for Taxes, Insurance**

(a) Alvo is an independent contractor, and not an employee or agent of Client. Alvo has adequate insurance, workers' compensation insurance, if it is needed for its employees for this engagement. Alvo will be solely responsible for determining the means and methods for performing the Services under this Agreement.

5. **Intellectual Property.**

(a) Alvo will retain all rights, including distribution, reproduction and use of all materials, content, rubrics, evaluation templates, documents, graphs, images, processes and other intellectual property ("ALVO Materials") contained in the professional development and support described in the SOW in Appendix A or materials otherwise distributed to CLIENT. CLIENT will notify participants that they are not allowed to distribute, in any way, the materials in the Moodle Modules or other distributed materials such as "survey", "data", "results", and "reports" to which they are permitted access. The Materials may be used only to support the educational services at the participating school described in Appendix A unless otherwise mutually agreed upon between CLIENT and Alvo evidenced in writing. CLIENT and Alvo will agree upon how to use the Alvo materials for additional school expansion. All customized work product is intended for the exclusive use of CLIENT's program but may also only be used, with reference to Alvo where appropriate, within CLIENT, provided CLIENT does not charge a fee for use of any kind. Any Alvo created deliverables and work products cannot be distributed nor sold outside CLIENT without Alvo's written permission. During the Term of this Agreement, and any extension thereof, Alvo provides CLIENT with a license to utilize ALVO Materials at no additional charge.

(b) The ALVO Materials are owned, copy-written and/or trademarked by Alvo.

(c) CLIENT employees and program participants will be granted access to the Materials in the Moodle Modules described in Appendix A. CLIENT, nor its participating school, may distribute or sell any of the Materials outside of the designed participants described in this agreement and in Appendix A without written permission from Alvo.

6. **Confidential Material.** In the performance of this Agreement, CLIENT may have access to, receive and be entrusted with Alvo's confidential information, including but in no way limited to information relating to grant proposals, implementation, management, employment, vendors, evaluation, communications, and other organizational and financial administration presently owned or at any time in the future developed by Alvo or its agents or consultants, or used presently or at any time in

the future by Alvo in the course of its business, and/or personal information relating to any officer, director or employee of Alvo, program participants, candidates applying for Alvo-related programs, activities or employment, that is not otherwise public knowledge or in the public domain (collectively, the "Confidential Material"). All such Confidential Material is considered secret and will be available to CLIENT in strict confidence. CLIENT agrees not to use in any way the names, contact or personal information of program participants, candidates or their references for any other purpose, beyond the scope of this project. CLIENT will not contact program participants, candidates or their references for any other purpose beyond the performance of his/her services in relation to this project. CLIENT will not use personal information gathered on program participants, candidates or their references for marketing or research purposes, or for any other solicitation or sales opportunities. In addition, any data gathered about program participants, candidates or their references will not be reported on or shared in any way.

7. **Termination.** Either party may elect to terminate this Agreement at any time and for any reason by giving written notice to the other party no later than 30 days in advance of any termination. If this Agreement is terminated while Alvo is actually performing services hereunder, Alvo will be entitled to compensation according to the terms of this Agreement for services performed in compliance with this Agreement through the effective date of termination. Any payment made to Alvo and not applicable to completed work as of the date of termination will be promptly refunded by Alvo to CLIENT.
8. **Survival.** Sections 3, 5, 6, 7, 9-13 will survive the expiration or earlier termination of this Agreement for any reason.
9. **Dispute Resolution and Limitation of Liability.** If Alvo and CLIENT cannot resolve any dispute, controversy or claim arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or any amendment of this Agreement, Alvo and CLIENT each agree to resolve any dispute in a Court of appropriate jurisdiction in the County of Los Angeles, California and agree that said location will be equally convenient to both parties and hereby waive any claim that said location might constitute a *forum non-conveniens*. CLIENT agrees, to the fullest extent permitted by law, to limit the liability of Alvo to CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims or expenses from any cause of action, including attorneys' fees and costs, so that the total aggregate liability of Alvo to CLIENT shall not exceed Alvo's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including special, executory and/or punitive damages. Subject to the foregoing, the prevailing party in any action resulting from or relating to a breach of the Agreement or enforcement of this Agreement, whether such action be for monetary damages, injunctive relief or any other equitable remedy, shall be entitled to its costs of litigation, including actual attorney's fees.
10. **Controlling Law.** This Agreement will be construed, enforced and governed in all respect by the laws of the State of California, without regard to choice of law principles.
11. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent breach or violation thereof.
12. **Enforceability.** If any provision of this Agreement is found to be void or unenforceable by either of the parties, such finding will not render any other provision of this Agreement void or unenforceable. This Agreement shall be binding on CLIENT and Alvo, as well as to any successor-in-interest.
13. **Entire Agreement.** The parties agree that they mutually participated in the drafting of this agreement and sought the advice of counsel to the extent that they desired. This document contains the entire Agreement of the parties and supersedes all prior negotiations or agreements, whether oral or written, regarding the matters set forth herein. The Agreement may not be changed orally but only by an agreement in writing signed by authorized representatives of both parties.

Read and approved by:

Name:

Name: Rebecca Tomasini

Title:

Title: Founder and CEO

Organization: Magnolia Public Schools

Organization: The Alvo Institute

Date 7/___/2015

Date _7_/___/2015

Appendix A Scope of Work

NOTE: All support and services are subject to modifications as mutually agreed upon. Alvo will only bill for approved and completed work.

1) 2 Full Day Kick-Off Workshops: July 29, 2015 for Principals and August 10, 2015 for Teachers

Fees: (\$3,200/day with 2 Alvo facilitators=\$6,400 total for both workshops. This does not include travel, airport transport, hotel and car rental from Oakland to LA estimate: \$1000 total)

Draft agenda for both sessions:

(5 minutes) **Review goals for the day (9:00-9:05)**

- Goals
 1. Overview of BL Landscape and what Magnolia is ready for
 2. Leave the meeting with clear, detailed timeline and next steps

(25 minutes) **Instructional Design Requirements Brainstorm (9:05-9:30)**

- Current State: How is success measured?
- Where are the major points of change or deepening? (Language fluency, leveraging technology, more project based work)
- What is the ideal experience for teachers and students?
- ID any unique considerations or limitations that may impact the design

(2 hours) Overview of 5 major implementations of the blended learning method (9:30-11:30)

(30 minutes) Reflections about what blended elements MIGHT work at Magnolia (at each site and across the network) and next steps (11:30-12:00)

Additional topics to be determined based on readiness evaluations of participants. We expect this will introduce teachers to blended learning and how it could work at Magnolia.

2) Online Overview of Blended 's Possibilities and Planning for Innovation: September-November 2015

Fee: \$220/per participant: \$12,100 for 55 participants

Principals, Academic Deans and select Central Office staff enroll in *Alvo Practitioners' Circle 101: From Theory to Practice: Planning for Blended* (The 8 week course runs Sept 15-Nov 8th). [Read the full course description here.](http://thealvoinstitute.com/services/professional-development/online/)

3) Building Each School Site's Content Knowledge about Blended: November 2015-June 2016

Fee: \$15,000 (we are estimated about 60 participants; 4-5 member teams from each school site and 1-2 staff from the central office)

Alvo facilitates a Blended Professional Learning Community for small teams from each school site. These participants will become the blended learning lead innovators. Each team will receive a customized scope and sequence of topics to develop the site teams' content knowledge and common language around blended methods and implementations.

This will preview and extend the work from the Practitioner's Circle.

- Content and interactions will happen in person in bi-weekly sessions and online at times that work for participants.
- Every other week, (can modified) we will provide videos, case studies and short readings in an online portal (learning management system) followed by a 1-hour every other week live webinar with the Blended Pioneers (BP team will meet in person, Alvo will join via web).
- The webinar/live meeting time will provide time for questions, collaboration and capacity development of the new concepts which participants will have had access to for 2 weeks. Alvo can facilitate via web for first month of two, but after that it is an opportunity for each teacher to take a turn leading the discussion.

- This is a great way to help teachers build knowledge of new instructional methods without being overwhelming like a full graduation course. They receive small bits of info every week, with ample time to process, discuss and even try things in their classrooms.
- Included in this is 10 months of Access to Alvo's Online Innovation and Support Portal for 60 participants. Access includes access to templates, research, and participation in any Alvo webinar offered during the 2015-16 academic year.

4) Supporting the Instructional Site Leads in Becoming Blended Coaches: September 2015-June 2016

Fee: \$15,000

“Coaching Advisories” with to 80 hours of coaching. We recommend setting up small PLC-style coaching advisories with 1-2 people from each school plus 2 from the central office. Each advisory team will meet with an Alvo coach 1-2 times per month for an hour each session. Coaching would include reviewing observation videos, notes, leading monthly advisory groups and responding to questions and providing support via Alvo online support portal.

5) Workshops: September 2015-June 2016

Fee: \$22,400

Between September and June, we estimate about 7 days of on-site full day workshops where we bring site teams from each school, from across the Magnolia network, together. (\$3,200/day; does not include travel). Topics to be determined based on readiness evaluations of participants.

Travel

Fee: \$6,000

8 trips (up to 1-2 days per trip) from Oakland to Los, Angeles (flight, rental car, hotel, airport transportation)

Weekly Check in Calls

Fee: \$6,000

15-minute weekly check in calls with the CAO and designee to ensure things are on track and to ID any roadblocks. Alvo will also document weekly calls and progress.

Mid-Year and End of Year Evaluation Reports

Fee: \$10,000 Alvo will document mid and end of year progress towards established goals. This will be a vital part of the documentation of the processes established and support the development of the institutional memory.

Estimated Total

Assuming 55 participants and all services listed above: **\$92,900**

NOTE: All support and services are subject to modifications as mutually agreed upon. Alvo will only bill for approved and completed work.

About The Alvo Institute

Supporting the First and the Top Blended and Personalized Schools in the Country

The Alvo Institute provides hands-on consulting services to help educational institutions design and sustainably operate innovative 21st century classrooms. Founded in 2009, Alvo has served a wide range of clients including regional education agencies in Iowa, urban districts such as Los Angeles and Oakland, charter schools such as Summit Public Schools, KIPP Courage Houston, KIPP National, Alpha Public Schools and Da Vinci, rural districts in Oregon and Illinois, and independent schools in New York, Baltimore and Cleveland. The team has also supported a virtual cohort of over 40 schools in Canada, The US and Mexico. Alvo has also advised governmental organizations in Brazil, Australia and South Africa.

As the first firms in the country supporting implementation of Blended Learning as a path to personalization, Alvo has developed a unique focus on the professional development needs of teachers and administrators. As we have learned over the past six years that it is only through sound district and state policy, strong site leadership and effective teacher practices that the promise of blended learning can be realized. To learn more about why we do this work, please view our videos.

(<http://www.youtube.com/embed/EOKHblESJUC>)

Theory of Action Blended Learning is a Pathway to Personalized Instruction

Our theory of action is simple; highly differentiated, individualized instruction will lead to improved academic and social-emotional outcomes for all students. In turn, a significantly higher percentage of students will experience success in post-secondary education, citizenship and ultimately the workplace. At Alvo, we believe that blended is really a deep and deliberate expression of differentiated instruction that can lead to a personalized program for every student. Alvo believes that blended learning brings together the best from traditional instruction together with the best online instructional innovations. In a blended model, teachers make decisions about a student's instructional experience based on close and regular analysis of student data. The opportunity for personalized instruction is deep, but will vary depending on the specific model. We believe that blended is the most efficient and effective path to support personalization.

Alvo's Senior Leadership Team

Rebecca Tomasini, Founder and CEO

Rebecca leads Alvo's work to help schools bring technology and instructional innovation together with effective, traditional practices. Rebecca's vision for Alvo is shaped deeply by her years working as a classroom teacher with at risk high school English Learners at Bell Gardens High Schools in Bell Gardens, California. A fierce advocate for English Learners and their families, Rebecca was awarded the California Association of Bilingual Educators' Teacher of the Year Award in 2002.

In 2007 she left the classroom to work on scalable classroom, school and district supports. After designing and running the nation's first statewide student achievement data management program for the California Charter Schools Association, Rebecca joined the senior management team at KC Distance Learning, later K12, Inc., where she was the Senior Director of Instruction and Evaluation for online learning implementations across the country. Prior to focusing her work on education reform, Rebecca spent several years in private sector equity research, financial marketing, and mergers and acquisitions with companies including Goldman Sachs, Deutsche Bank, Cushman & Wakefield. She has been an adjunct professor and advisory board member at Claremont Graduate University, School of Education, Portland State University and Lewis & Clark College. Rebecca earned a BA in English Language and Literature at Smith College, an MA of Renaissance Studies at the University of London, and an MA of Education and Community Development at Claremont Graduate University's School of Education.

Chase Davenport, Managing Director of Instructional Innovation and Evaluation

At Alvo, Chase works closely with school and district leadership teams to help them dream of, design, and implement blended learning programs. Chase, a nationally recognized leader on issues of accountability and quality measures, leads Alvo's educational leadership supports and blended design accountability measures. Previously, Chase was a senior editor and content manager for eScore, an online provider for basic academic skills development and an Instructional Designer at Digital Think, an online adult training company. Chase has developed a wide range of curricula for various age groups and audiences including special education, technology, core academic subjects, and industry-specific training.

Chase started his education career as a classroom teacher and has taught at the middle and high school levels. After ten years in the classroom, he participated in the design team for the development of an elementary charter school in Oakland, CA. After a few years in the private sector he returned to the charter world to run a school in Oakland and then joined the California Charter Schools Association where he served as Director of School Quality, Vice President of School Development and Support and, most recently, Vice President of Accountability and Performance Management. He also serves as a Commissioner for the Western Association of Schools and Colleges. Chase earned his BA in History from Pitzer College in Claremont, CA, and a Master's in Curriculum and Teacher Education from Stanford University.

Insight Education Group, Inc.

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into by and between Magnolia Public Schools ("Client"), and Insight Education Group, Inc., a California corporation ("Insight"), and is dated for reference purposes and is effective, notwithstanding the actual date of execution, as of July 1, 2015 ("Effective Date").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Insight agree as follows:

- 1. Services to be provided.** During the term of this Agreement, Insight shall perform the services specified in Exhibit A, attached hereto (the "Services").
- 2. Term.** The term of this Agreement is set forth in Exhibit A, which is attached hereto and is hereby made part hereof.
- 3. Fees.** In consideration for the services to be performed for Client by Insight, Client agrees to pay, promptly and fully, the fees described in Exhibit A ("Fees"), attached hereto and made a part hereof, in accordance with the provisions set forth therein. Insight shall invoice Client according to the terms outlined below and in the attached Exhibit "A". Invoices shall include a description of the services rendered and shall be payable within thirty (30) days of receipt.

Client understands and acknowledges that resources (including consultant time) may be held or encumbered in advance to ensure timely completion of Services in accordance with Exhibit A. Any changes in Services or delays due to Client actions shall not result in any reduction, cancellation or waiving of Fees without written approval from Insight.

4. Nondisclosure by Insight. All confidential information which Insight may receive from Client, its employees or consultants, respecting its inventions, designs, methods, systems, improvement, and other private matters shall for all time and for all purpose be regarded as strictly confidential and shall not be directly or indirectly disclosed by Insight to any person or entity without Client's permission.

5. Intellectual Property. Insight shall have and retain all right, title, and interest in and to any intellectual property invented, developed or otherwise created by Insight during the term of this Agreement, including, without limitation, lessons, plans, units, software, and similar items.

6. Assignment. Client may not assign or transfer the rights, duties, or obligations under this Agreement without the prior written consent of Insight. Insight may assign, without restriction, its right to payment to a third party.

7. Notices. All notices and other communications hereunder must be in writing and shall be deemed to have been duly given when personally delivered or when placed in the United States mail, first class, postage prepaid, addressed to the party to whom such notice is being given at the address set forth in this Agreement. A party may change the address to which such notices shall be given by notifying the other party in accordance with this Paragraph of such change of address.

8. Termination. Either Party may terminate without cause by providing 30-days' prior written notice to the other Party. Either Party may terminate this Agreement with cause immediately by providing written notice to the other Party if the other Party materially breaches this Agreement.

9. Compensation upon Termination. Upon Termination, Insight will be entitled to compensation for Services performed, resources (including consultant time) held or allocated for Services prior to Termination, and expenses incurred, including any non-refundable out-of-pocket expenses, prior to Termination, provided that Insight stops performing Services or incurring expenses as soon as reasonably possible after receiving or issuing a notice of termination. Neither Party shall be responsible for damages resulting solely from terminating this Agreement as permitted in this Agreement.

10. Severability. Should any provision of this Agreement or part thereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or unenforceability of any other provision of this Agreement or other part of such provision.

11. Governing Law; Venue. This agreement shall be deemed to have been made and entered into in the State of California, and the construction, validity and enforceability of this Agreement shall be governed by the laws of the State of California. Venue shall lie only in the County of Los Angeles, California.

12. Entire Agreement. This Agreement, including the attached Exhibit "A", constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations or agreements by or between the parties with respect to the subject matter hereof are superseded.

13. Binding Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any alleged breach thereof, will be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In no event will the arbitration of any controversy or the settlement thereof, delay the performance of this Agreement. Arbitration hearings will be held in the County of Los Angeles, California.

14. Attorneys' Fees. In the event either party shall commence any action or proceeding (including arbitration) against the other party by reason of any breach in the performance of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, costs, and expenses, including, without limitation, the arbitrator's fees.

Magnolia Public Schools
Consulting Agreement
Confidential

15. Miscellaneous. This Agreement shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement shall not be changed or modified unless the parties agree in a writing which specifically identifies the document as an amendment to this Agreement.

Insight and Client have entered into this Agreement to be effective as of the Effective Date.

Agreed:
Client

Agreed:
Insight

Magnolia Public Schools
13950 Milton Ave, Suite 200B
Westminster, CA 92683

Insight Education Group, Inc.
16130 Ventura Blvd, Suite 300
Encino, CA 91436

By: Client

By: Insight

Caprice Young
Chief Executive Officer

Michael S. Moody
Chief Executive Officer

Exhibit A: Scope and Terms of Services

I. Statement of Services

- A. Custom Development of Common Core Aligned Teaching and Learning Framework ("Framework")
 - Facilitate engagement of key Client leadership to identify project objectives
 - Develop, vet and revise Framework
 - Timeline: July - August 2015

- B. Preparation for Framework Implementation
 - Work with Client senior leadership to develop project implementation strategy, timeline and communication strategy
 - Timeline: July 2015

- C. Framework Professional Development Session
 - One-Day Professional Development Session for all Client stakeholders, including organizational and school leaders, teachers and support staff
 - Up to six (6) concurrent Professional Development Sessions
 - Timeline: August 2015

- D. Observer Calibration and Training
 - Two-Day Observer Training Session for all Client observers
 - One (1) Training Session
 - Timeline: August 2015

- E. Monthly Co-Observation Support
 - On-site Coaching: Co-Observation Support for School Principals
 - Eight (8) Co-Observation Sessions – One session per month for eight (8) months
 - Timeline: September 2015 - April 2016

- F. Quarterly Principal Academy
 - One-Day Professional Development Session for School Principals
 - Three (3) Professional Development Sessions – One session per quarter for three (3) quarters
 - Timeline: October 2015, January 2016 and March 2016

- G. Mid-Year Organization-Wide Professional Development
 - One-Day Professional Development Session for all Client stakeholders, including organizational and school leaders, teachers and support staff
 - Up to six (6) concurrent Professional Development Sessions
 - Timeline: January 2016

II. Fees

Fees due total \$276,350.00, including travel costs*. Consulting Fees have been calculated based on estimated consultant capacity requirements (including all meetings, research, report development, training development and delivery).

PRODUCT AND SERVICES	COST
A. Custom Development of Common Core Aligned Framework	\$ 22,400
B. Preparation for Framework Implementation	\$ 6,200
C. Framework Professional Development Session	\$ 23,600
D. Observer Calibration and Training	\$ 8,700
E. Monthly Co-Observation Support	\$ 148,800
F. Quarterly Principal Academy	\$ 16,800
G. Mid-Year Organization-Wide Professional Development	\$ 23,600
H. Project Management <i>Includes Executive Check-ins and preparation for delivery of services, coordination of logistics, regular status updates and ongoing client interaction and assistance.</i>	\$ 26,250
Total Fees Due	\$ 276,350

* Note: Travel costs (airfare, lodging, meals, ground transportation, etc.) will be incurred by consultants in compliance with Insight's travel policy. A copy of Insight's travel policy will be made available to Client upon request. Travel costs do not include any printing and reproduction or facilities costs. Client shall be directly responsible for any printing and reproduction or facilities costs unless otherwise agreed

III. Term

Pursuant to Section 2 of the Agreement, the term of this Agreement shall begin on the Effective Date and continue through April 30, 2016 ("Completion Date").

IV. Payment

Client will be invoiced \$30,000.00 upon execution of the Agreement. The remaining \$246,350.00 balance will be invoiced in Ten (10) equal installments of \$24,635.00, on the last day of each month beginning from July 2015 to April 2016.

V. Modifications to Services/Schedules

The parties may mutually agree in writing to modify the services or schedules discussed above for the convenience of one or both of the parties. To be effective, the written agreement must be entered into between the Chief Executive Office or Chief Academic Officer on behalf of Client and the President or CEO on behalf of Insight Education Group. For purposes of this Paragraph V. only, an e-mail shall be considered a "writing." Unless explicitly stated therein, the modification shall not affect the payment terms set forth above.

Cover Sheet

Item 7g Approval of Food Vendor Contracts

Section: II. Consent Agenda
Item: E. Item 7g Approval of Food Vendor Contracts
Purpose: Vote
Submitted by:
Related Material: Item 7g Approval of Food Vendor Contracts.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	7g
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Oswaldo Diaz, Chief Financial Officer
RE:	Approval of Food Vendor Contracts

Proposed Board Recommendation

I move that the board ratifies the 2015-16 food vendor contracts.

Background

The Magnolia school principals evaluated various food vendors and selected a food vendor among previously vetted providers. The food vendor selection process was performed by each school site and the selection took into consideration the quality of the meals and price options offered by each of the vendors.

All food vendors have been previously used and approved by MPS' schools and have proven to provide quality and value. The summary of food vendors selected by school site is as follows:

MSA-1 Better 4 You
 MSA-2 LAUSD LA Cafe
 MSA-3 Lunch Master
 MSA-4 Better 4 You
 MSA-5 LAUSD LA Cafe
 MSA-6 Better 4 You
 MSA-7 Better 4 You
 MSA-8 LAUSD LA Cafe
 MSA-SD Top Notch Catering
 MSA-SA Sapphire at School
 MSA-SC Lunch Master

Budget Implications

The National School Lunch Program and School Breakfast Program will be reimbursed at the established State and Federal rates with the assistance of Magnolia Public School's School Food Authority. LAUSD LA Café has dropped the cost per meal significantly compared to the previous FY 2014-15, and the remaining providers have maintained competitive costs.

Attached: Food Vendor Contracts

Name of Staff Originator: Oswaldo Diaz, Chief Financial Officer

Cover Sheet

Item 7h Approval to Enter into an MOU with Arts and Action

Section: II. Consent Agenda
Item: F. Item 7h Approval to Enter into an MOU with Arts and Action
Purpose: Vote
Submitted by:
Related Material: Item 7h School Food Authority Program Sponsor Agreement- update.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	7h
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Oswaldo Diaz, Chief Financial Officer
RE:	School Food Authority Program Sponsor Agreement

Proposed Board Recommendation

I move that the board authorize the CEO to enter into an agreement with Arts in Action Charter School to serve as Magnolia Public Schools' Food Authority for a period of one year in an amount not-to-exceed \$35,000 for FY 15-16.

Background

As of July 1st 2015, Partnership to Uplift Communities (PUC) discontinued the food service agreement with Magnolia Public Schools (MPS) that included the meal reimbursements and compliance for the National School Lunch Program and School Breakfast Program. As part of the services provided, PUC served as a School Food Authority (SFA) and represented MPS as the Child Nutrition Program sponsor in charge of the meal reimbursements and compliance reporting for all MPS schools.

In order to be in compliance with the National School Lunch Program and School Breakfast Program, MPS has initiated discussions with Arts in Action Charter School to enter into a service agreement to:

- Serve as MPS' School Food Authority
- Represent MPS as the Child Nutrition Program sponsor
- Comply with all regulatory reporting in relation to the National School Lunch Program and School Breakfast Program
- Train MPS staff to run the program in subsequent fiscal years

These sponsor services are required to be able to receive the monthly claim reimbursements from the National School Lunch Program and School Breakfast Program.

Budget Implications

The services and fees are comparable to the service agreement previously in place with PUC. The annual 2014-15 fees paid by each school to PUC ranged from \$ 2,000 to \$6,000 depending on the size of the school. Total organization wide fees for FY 2015-16 will not exceed \$35,000.

Name of Staff Originator: Oswaldo Diaz, Chief Financial Officer

Cover Sheet

Item #8 Information-Transition from Accord Services for MSA 1-8

Section: III. Items
Item: A. Item #8 Information-Transition from Accord Services for MSA 1-8
Purpose: FYI
Submitted by:
Related Material: Item 8 Accord Services Transition- Final.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item	8
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Michelle Hurst-Crumpton
RE:	Accord Institute Academic Services Transition

Proposed Board Recommendation

Information Only

Under the March settlement with LAUSD, the school district required Magnolia to stop contracting with the Accord Institute effective June 30, 2015 for all services to schools chartered by LAUSD. The board directed staff to return with an explanation of how the eight schools would replace the work previously done by the Accord Institute. This report describes how the academic services have been addressed.

Background

Prior to the settlement, the Accord Institute provided a variety of academic services to Magnolia schools (depending on the grade levels), including:

- Get Ready For Life Curriculum and Teacher Training
- College Mentoring and Leadership Program
- A+ Advanced Math Program
- Accord Computer Science Curriculum
- STEM Fairs, Festivals, Exhibitions and Resources
- Formative assessment data analysis, training and presentation
- College Counseling, Test Preparation and Entrance Support

Santa Ana, Santa Clara and San Diego are continuing to use Accord academic services for the programs below at a cost of approximately \$20,000 per campus (depending on the eventual site enrollment).

- Get Ready For Life Curriculum and Teacher Training
- College Mentoring and Leadership Program
- A+ Advanced Math Program
- Accord Computer Science Curriculum
- STEM Fairs, Festivals, Exhibitions and Resources

The remaining services have been brought in-house because they are best done system-wide with consistency across all of our schools. Reporting to Michelle Crumpton, Ismail Ozkay is responsible for our formative assessment data analysis, training and presentation. He works closely with the principals, deans and home office academic team to ensure that they succeed in using student data to improve the quality of daily instruction. With regards to college counseling, test preparation and entrance support, as well as tracking how all of our students are progressing in their preparation for college application and financial aid hurdles and keeping track of our alumni, we had hoped to hire a new member of our home office team to coordinate across school sites. Although we don't have the resources to afford that position this year, the college counselors on the school sites have pulled together as a team with home office stewardship from Deputy CAO Kenya Jackson, who will convene College Advisors periodically, getting and providing feedback, following the college application deadlines. In addition, most of our school site counselors have completed formal professional certification programs. We continue to use Naviance, a software tracking system we began using in prior years, and anticipate contracting at the school level with College Spring, a non-profit organization that partners with foundations to provide SAT and PSAT preparation services and training for our teachers at highly reduced rates (about \$250 per student compared with traditional test prep companies that charge upwards of \$1000 per student).

Many of the Accord Institute programs are not proprietary. They are openly available curriculums we purchased collectively and participated in joint training through Accord. Because we knew the transition was coming and because we have experienced staff members, many of whom have been with Magnolia for many years, that training can now be done internally and the programs have already been purchased. Given that the Los Angeles schools are highly concentrated geographically and younger campuses are located relatively close to mature campuses, resource sharing is easier, requiring less external support on the long time enrichment components of Magnolia's program. For example:

- The Get Ready For Life program uses the Second Step curriculum and is modified by the teachers on each site to apply to the specific needs of the students and goals of the faculty for each Magnolia team. For the purposes of the LAUSD schools, the course has been renamed Life Skills and no Accord engagement is required.
- The Accord College Mentoring and Leadership Program was a structured training for Magnolia teachers to learn how to mentor students participating in the Congressional Awards Program. Now that the LAUSD chartered schools are familiar with that process, the knowledge is being passed from teacher to teacher and student to student internally.
- The A+ Advanced Math Program continues without support from Accord, replaced by Advanced Math and with campuses using various tools tailored to their student needs.

LAUSD chartered Magnolia schools have not been using the Accord Computer Science Curriculum for two years because they are now teaching basic computer skills, AP Computer Science, Robotics (including coding with Robot-C) and/or Coding. The Computer Science teachers in each school have developed curriculum based on the levels and needs

of their students using resources freely available. Here is an example based on what MSA 1 is doing:

6th Grade

MS PowerPoint
MS Word
Multimedia (moviemaker)
Code.org

7th Grade

MS Word-Advanced
MS Excel-Beginner
Ignition - Digital Literacy & Responsibility
Code.org

8th Grade

MS Excel- Advanced

Ignition - Digital Literacy & Responsibility
Code.org

9th Grade

Introduction to computer science.
(JavaScript with CodeHS.com curriculum)
Solid works - for 9th grade honors class (solid professor curriculum)

High School

AP Computer Science
EDhesive online AP Computer Science Curriculum

Finally, all of the Magnolia campuses actively seek out (and create) STEM fairs, festivals, exhibitions and resources on their own now. This part of the secret sauce has been baked into the culture to the point that it has become self-generating. We have found many free resources through the Bill and Melinda Gates Foundation, EdSurge.com, and others. Our students continue as active participants (and winners!) in Math Counts, Science Olympiads, Lego Robotics, Vex Robotics, Future Cities and many other competitions where teamwork, engineering, knowledge and skill, as well as out of school practice and preparation are required. Our teachers and parents dedicate themselves to coaching these clubs and activities selflessly to ensure our students' success!

Nevertheless, some secret sauce resides in the minds and hearts of individual people. In 2011, the Accord Institute recruited MSA 3's principal and regional director, Erdinac Ajar, to serve as its Chief Academic Officer. MPS has since depended upon his services as part of the contract with the Accord Institute. We have taken the liberty of stealing him back to serve as the Magnolia-wide Science Advisor in our home office benefiting all of our schools' STEM programs. In addition, we look forward to his creative energy behind our SECOND annual SCIENCE EXPO this year, building on the success of last year's event.

Budget Implications

Expenditures that in past years would have been spent on Accord Institute services have been reinvested in: the creation of the new position of Science Advisor reporting to the CAO (in-lieu of other budgeted items), making a major purchase of a foundational common curriculum (books and electronic) for math, English, science, and social studies; improving the operational infrastructure of Magnolia Public Schools; and, expanding professional development in common core instructional practices, English language learner

development. Magnolia continues to benefit from the years of professional development investment with the Accord Institute in our educational philosophy, faculty and leadership.

Attachment: Resume of Erdinac Ajar

ERDINC ACAR

13 Sunflower ♦ Irvine, CA 92604 ♦ 775.343.5087 ♦ acarerdinc@gmail.com ♦ linkedin.com/in/ErdincAcar

Academic Executive

Accomplished and forward-thinking **Chief Academic Officer** with 15+ years of leadership in developing and implementing leading-edge programs and services that align with mission and vision of educational institutions. Outstanding record of improving processes by adapting and applying aspects of STEM Education in school systems, through comprehensive research, strategic evaluation and effective presentations of best practices in curricula, programs, tools and technologies. Pioneered establishment of state-of-the-art online learning programs and professional development portals for academic advancement, combined with directing formative assessment and performance-based programs. Excellent communication and interpersonal skills for collaboration with staff members and building key relationships with stakeholders. Resourceful and energetic professional, committed to high standards, seeking to utilize knowledge and expertise for integrating STEM principles and providing direction and leadership to schools performance and outcomes.

AREAS OF EXPERTISE

- | | | |
|------------------------|------------------------------|-------------------------------|
| ♦ STEM Education | ♦ Curriculum and Instruction | ♦ Staff Development |
| ♦ Program Development | ♦ Blended Learning | ♦ Science Education |
| ♦ Educational Advocacy | ♦ Research/Data Analysis | ♦ Instructional Design |
| ♦ Talent Recruiting | ♦ Assessment and Evaluation | ♦ Learning Management Systems |

PROFESSIONAL EXPERIENCE

ACCORD INSTITUTE FOR EDUCATION RESEARCH, Westminster, CA

2011 – Present

Chief Academic/Operating Officer

- ♦ Develop programs and services consistent with vision and objectives of institution
- ♦ Direct academic departments supporting Accord STEM Education Model, by improving implementation and adaptation of system elements in client schools
- ♦ Administer leadership programs and develop school improvement plans for client schools, including establishment of blended learning programs and professional development programs for client schools using Web 2.0 tools such as Moodle and Edmodo
- ♦ Engineer administrative and HR task lists and calendars for school leadership teams, including all aspects of talent recruitment, and making recommendations for hire
- ♦ Won multiple grants through supporting client outreach, advocacy and public relations efforts, and supervision of grant application processes
- ♦ Led SIS developers to build and implement common formative assessment programs for client schools, including performance-based teacher and administrator evaluation systems
- ♦ Conduct comprehensive research, evaluation and presentation of successful best practices, curricula, programs, tools and technologies, including surveys, analysis and interpretation of data
- ♦ Improved external communication with stakeholders using social media

MAGNOLIA PUBLIC SCHOOLS, Carson, CA

2010 – 2011

Regional Director and Principal

- ♦ Increased student enrollment through successfully overseeing management and operations of 5 Magnolia Public Schools in central Los Angeles area, including developing strong school budget and improving fiscal soundness
- ♦ Led Magnolia Science Academy-3 charter public school as site principal
- ♦ Prepared school for WASC Accreditation, developed principal evaluation protocols and tools, trained admin teams in the use of data and NWEA MAP Assessment tools, teacher evaluation and walk-through protocols
- ♦ Facilitated STEM programs such as robotics classes and Science Olympiads in schools, which won numerous recognition awards on STEM contests such as NASA JPL Engineering Challenge, Future Cities Engineering challenge, MathMatters and MathCounts competitions

CORAL ACADEMY OF SCIENCE CHARTER SCHOOLS, Reno, NV

2007 – 2010

Executive Director

- ◆ Led schools to win 'High Achieving' award 6 years in a row, with High School ranking among top 1500 high schools in nation for 3 consecutive years
- ◆ Multiple awards received in local and regional, science, math, robotics, art, music and language competitions, increased school AP offerings and implemented RTI/RTI² process
- ◆ Expanded student enrollment from 502 to 802 with waiting list of over 300 students, as result of successful direction in both elementary and secondary schools serving grades K-12
- ◆ Directed school budget management of \$5.8M, including preparation of annual audits and compliance reviews, and oversaw issuance and management of first NV charter school Tax-Exempt bond in amount of \$9.2 Million for school acquisition of buildings
- ◆ Awarded private, state and federal grant of over \$1M, by successfully managing school-wide fundraising committees
- ◆ Founding board member of E-TECHS Charter High School
- ◆ Successfully replicated school model in Las Vegas, NV, which currently serves over 1,200 students, including over 1,000 on waiting list for grades K-12
- ◆ Founded Coral Academy of Science Charter Schools in Las Vegas and CAS Elementary, Reno

CORAL ACADEMY OF SCIENCE CHARTER SCHOOLS, Reno, NV

2005 – 2007

Vice Principal of Curriculum / College Advisor and Testing Coordinator

- ◆ Instrumental in developing policies and regulations leading to successful instruction and conditions, and represented school in Washoe County School District curriculum assistant principal meetings
- ◆ Effectively prepared school for WCSD curriculum audit, including regular observation of teachers in classroom and offering constructive pedagogical strategies for building skills in utilizing, evaluating and adapting learning materials and methods to accommodate instruction
- ◆ Facilitated integrated instructional technology for administrative, instructional and communications functions, by offering assistance in locating, attaining, and organizing resources and materials needed to implement curricula
- ◆ Designed efficient master schedules, increased honors and AP class offerings, participation and success, developed course offering books, and supervised school counselor in academic counseling
- ◆ Pioneered implementation of staff development maps, including chairing accreditation of self-study programs, and preparing annual reports to NAAS (AdvancED)
- ◆ Engineered school improvement plans, including directing academic intervention programs and tutoring, using multiple sources of data collection including standardized tests, observations, and grades to assess student and school performance

*Prior work include **Science Department Chair, Science and Robotics Teacher, Coral Academy of Science Charter School, NV, 2001-2007, and Science Teacher, Horizon Community School, OH, 2000-2001.***

EDUCATION

Master of Education, Educational Leadership, University of Nevada, Reno, NV	2005 - 2007
Master of Education, Science Education, Rutgers University, New Brunswick, NJ	1998 - 2000
Bachelor of Science, Teaching Physics, Bosphorus University, Istanbul, Turkey	1992 - 1998

LICENSES & CERTIFICATES

Clear Administrative Services Credential, CA • General Science Teaching Credential, CA
 School Administrator CE, NJ • Physical Science Teacher, CEAS, NJ • Administrator, School License, NV
 Physical Science Teacher License, NV • TJ Walker Speaking/Media Training Worldwide, CA
 Astrophysics Summer Institute, Rutgers University, NJ • Teaching Science with Forensics, BERK Education, CA
 Summer Institute 'Astronomy Using Hands On University', Case Western Reserve University, OH

Cover Sheet

Item 9 Information-Aquiring New Home Office Facility

Section: III. Items
Item: B. Item 9 Information-Aquiring New Home Office Facility
Purpose: FYI
Submitted by:
Related Material: Item 9 Site Selection.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	9
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Oswaldo Diaz, Chief Financial Officer
RE:	Acquiring New Home Office Facility

Proposed Board Recommendation

Informational Item

Background

The lease of the Home Office site located in Westminster, CA will expire in Fall 2015. MERF is in the process of considering new office spaces for lease in the Los Angeles metropolitan area. The new office space is required to consolidate staff performing home office duties into one central location, accessible to all schools. The central location will also decrease the commute costs for most of our staff and will be easily accessible by public transportation. In addition, college interns will have an easier time accessing our Home Office from their colleges.

A relocation committee has been established to consider the different site options and to ensure that staff input is considered in the selection process. The following employees make up the relocation committee:

Oswaldo Diaz, Chief Financial Officer
 Michelle Crumpton, Chief Academic Officer
 Andy Gokce, Chief of Staff
 Alfredo Rubalcava, Chief External Officer
 Ismail Ozkay, Manager of Assessments and Academic Information
 Kelly Hourigan, Director of Student Affairs

The relocation committee will be visiting potential sites in accordance to the timeline below:

Timeline

Office Site Evaluations: August 3-5
 Submit Letter of Intent: August 6
 Obtain Lease Draft: August 27
 Legal Review: 3 weeks
 Lease Fully Executed: September 17
 Leasehold Improvements: 8 weeks
 Estimated Leasehold Improvements Completion: November 12



MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminster, CA 92683

P: (714) 892-5066 F: (714) 362-9588

Move in: November 13

Budget Implications

The lease costs will be determined by the location and the cost per square foot. Additional information will be provided to the board as site selection has been finalized.

Name of Staff Originator: Oswaldo Diaz, Chief Financial Officer

Cover Sheet

Item 10 Information- Suggestions for Board Membership Nomination

Section: III. Items
Item: C. Item 10 Information- Suggestions for Board Membership Nomination
Purpose: FYI
Submitted by:
Related Material: Item 10 New Board Member.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item	10
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Caprice Young
RE:	Board Member Nomination

Proposed Board Recommendation

Information Only

Background

In the settlement with LAUSD, the board agreed to add three new board members, two of whom would be added within 90 days. Remzi Oten and Nguyen Huynh agreed to serve well within that time frame. The agreement set a limit of 180 days for the length of time within which all three would be added. The language from the agreement is quoted below:

MERF agrees to add three (3) additional Board members to its governing board, two (2) of whom should be appointed within 90 days of the effective date of this Agreement. The parties agree that should MERF require more time, the parties will meet and confer to determine what amount of additional time would be appropriate, but in no event shall the three board members be seated in excess of 180 days from the date of execution of this Agreement.

Magnolia's September board meeting marks the end of that 180 day period since the March adoption of the settlement agreement. Magnolia's bylaws require only that new board members be appointed by a majority vote with a quorum present. The language from the bylaws is below:

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Because our board has a vacancy right now, and because our number of members currently seated is well below the number allowed by the bylaws, no one needs to resign for this action to take place. During the settlement discussions, LAUSD raised concerns regarding



MAGNOLIA PUBLIC SCHOOLS

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the breadth of diversity represented on the Magnolia board as well as the level of prior board experience. Diversity in this context is not just about ethnicity and gender, but also professional experience, geography, nationality, and skill sets. Commitment to providing a high quality science education to students, and specifically to Magnolia students, is of course the most important quality for board service.

The Nominating/Governance Committee will be meeting prior to the September board meeting and consists of Mustafa Kaynak, Umit Yapanel and Diane Gonzalez. This is an opportunity for the full board to weigh in prior to that meeting with potential candidates or qualities for considerations. Names and other input are also welcome by the committee members on an informal basis.

Cover Sheet

Item 11a Written Financial Report

Section: III. Items
Item: D. Item 11a Written Financial Report
Purpose: FYI
Submitted by:
Related Material: Item 11a Financial Report- Final.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	11a
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Oswaldo Diaz, Chief Financial Officer
RE:	Monthly Financial Report

Proposed Board Recommendation

Informational Item

Background

2014-15 Year End Close

The finance department is in the process of finalizing the 2014-15 year end close and it is expected to complete the unaudited actuals by August 15, 2015. The CFO will coordinate a meeting with the Finance Committee to review the unaudited actuals, and to submit the financials for board approval.

Magnolia's external auditors, Vavrinek, Trine, Day & Co., LLP (VTD) have been conducting audit testing relating to FY 2014-15, and are schedule to be on location from August 3rd to August 7th. The areas of testing include internal controls, State compliance, and Federal compliance. During the August site visit, the external auditors will review the consolidated MERF's single audit for FY 2013-14.

During the months of September and October VTD will be conducting substantive testing. It is expected that the MPS audited financial statements will be ready for review on the last week of November 2015 in accordance with the audit calendar.

EdTec Back Office Transition

The finance department has been working with EdTec to transition the accounting and accounts payable functions in accordance with the back office scope of services. EdTec performed an online training for all school principals and supporting staff, and has been providing one-on-one onsite trainings. As of August 4, 2015, EdTec has completed four (4) school onsite visits.

The finance department is working closely with EdTec to incorporate the internal controls in the accounts payable process. Magnolia's finance and IT departments have been working with APEX to ensure that the CoolSIS system can be utilized by EdTec, and that it can generate the reports required for audit purposes.



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California State Audit

On July 30, 2015, The State Auditors made subsequent changes to the State Auditors Report issued to Magnolia on May 7, 2015. The changes had no effect on the conclusions and recommendations made in the original report, and eliminated references relating to the Accord per pupil fees.

Outstanding Santa Clara Receivables

MPS is in the process of the process of submitting a demand for payment of In Lieu of Property Taxes owed by Santa Clara Unified School District (SCUSD) in excess of \$400,000. Based on the previous communications with SCUSD, payment has not been issued due to missing residency verification. Note that the information was submitted to SCUSD and that we have requested a list of the students that the District is currently contesting.

401K Retirement Plan

Home Office is in the process of implementing the 401K retirement plan for all CMO staff approved in the 2015-16 budget. Currently the Home Office does not have a retirement plan for CMO staff, and will be providing a retirement plan that will be competitive to other California CMO organizations. Additional information regarding the retirement plan will be provided in the September 2015 board meeting.

Revised Home Office Pay Scale

Our finance and HR department are currently working on preparing a revised salary scale that will be provided for review and approval on the September meeting.

Budget Implications

Information item. No budget implications

Attachments: California State Auditor Report 2014-135R

Name of Staff Originator: Oswaldo Diaz, Chief Financial Officer



Magnolia Science Academies

Although the Financial Condition of These Charter Schools Has Improved, Their Financial Controls Still Need to Be Strengthened

Report 2014-135R



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Elaine M. Howle State Auditor
Doug Cordiner Chief Deputy

May 7, 2015

2014-135R

The Governor of California
President pro Tempore of the Senate
Speaker of the Assembly
State Capitol
Sacramento, California 95814

Dear Governor and Legislative Leaders:

As requested by the Joint Legislative Audit Committee, the California State Auditor presents this audit report concerning the Magnolia Science Academies (academies), a network of 11 charter schools located throughout the State operated by a charter management organization called the Magnolia Educational and Research Foundation (Foundation). Our report concludes that the Foundation and the academies have improved their financial position, but should strengthen some of their financial controls.

Our review confirmed that some of the academies were insolvent at points during the past three fiscal years, partly because of state funding delays. To help financially struggling academies, the Foundation facilitated loans between academies and did not charge some academies its full management fee. Our review found that the academies that loaned funds were not negatively impacted by this practice and that these loans served a useful purpose by enabling struggling academies to continue to serve their students. As of July 2014 the Foundation and academies had repaid all but one loan—from the Foundation to one of its academies most in need of financial assistance—and all of the academies were solvent under the three financial measures we applied.

Even so, the Foundation must strengthen its financial and management processes. For example, the Foundation could not provide either clear authorization or sufficient support for 52 of the 225 transactions we reviewed. Moreover, the Foundation's reliance on verbal authorization for debit-card purchases may have at least partially led academy principals to make debit-card purchases that could have been made using purchasing mechanisms with better financial controls. We also reviewed a selection of the Foundation's vendor agreements and questioned the close relationship to one of its primary vendors. The Foundation should also strengthen its process for collecting and reviewing the payroll data it submits to its payroll vendor to ensure the information is accurate. Further, we found that academies did not always follow the Foundation's procedures when holding fundraisers.

In recent years the academies and the Foundation have been the subject of scrutiny by the Los Angeles Unified School District (LAUSD)—the authorizing entity for eight of the 11 academies. In June 2014 LAUSD rescinded its conditional approval of two academies' charter petitions. We found that LAUSD may have acted prematurely as its decision was based on a summary of draft findings that did not provide key context about the financial situations of those academies and it did not provide sufficient time for the Foundation to respond to its criticisms. To ensure its academies remained open, the Foundation took legal action against LAUSD. In March 2015 a settlement agreement between the two parties resolved this litigation and resulted in the renewal of the academies' charters.

Respectfully submitted,

ELAINE M. HOWLE, CPA
State Auditor

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Summary

Results in Brief

California offers its students the option of attending charter schools. These state-funded public schools operate independently from the standard public school system, to a degree, although they must petition authorizing entities, such as school districts, for approval of their charters. The Magnolia Educational and Research Foundation (Foundation) is a charter management organization that operates a network of 11 charter schools throughout California, called Magnolia Science Academies (academies). Although the academies generally perform well academically, a 2014 review that an outside accounting firm performed for the Los Angeles Unified School District (LAUSD)—the authorizing entity for eight of the 11 academies—raised concerns about the financial solvency of the Foundation and some of the academies. Further, this review found general fiscal mismanagement by the Foundation, citing in particular its lack of disclosures in its audited financial statements, its practice of engaging in interschool borrowing, its weak fiscal controls, and its processing of questionable or unexplained transactions. As a result of these concerns, LAUSD rescinded its conditional approval of two academies' charter petitions in June 2014 and did not renew a third academy's charter petition in November 2014. The Foundation responded by taking legal action against LAUSD to ensure that these academies remained open.

Our review confirmed that some of the academies, under certain key financial measures—including a cash reserve requirement specifically required by some of the academies' charters—were insolvent at points during the past three fiscal years, partly because of state funding delays. To offset the cash-flow problems at some academies, the Foundation facilitated loans between academies with excess funds and academies requiring funds to address their cash-flow problems and did not charge some academies its full management fee. We do not believe the academies that provided excess funds to and through the Foundation to other academies were negatively impacted and, in fact, these loans served a useful purpose because they enabled the struggling academies to continue to serve their students. As of July 2014 the Foundation and academies had repaid all but one loan—from the Foundation to one of its academies most in need of financial assistance. Further, by that date the academies had improved their financial conditions to the point that all were solvent under three key financial measures.

Although the financial condition of the academies improved, the Foundation must strengthen its financial and management processes. For example, we found that the Foundation often lacked

Audit Highlights . . .

Our audit of the Magnolia Educational and Research Foundation (Foundation) and the Magnolia Science Academies (academies) highlighted the following:

- » *Some of the academies were insolvent at points during the past three fiscal years.*
 - *The Foundation facilitated loans between academies with excess funds and academies requiring funds to address their cash-flow problems.*
 - *The loans—all but one repaid—enabled the struggling academies to continue to serve their students and did not have a negative impact on the academies loaning funds.*
- » *The Foundation's financial and management processes need improvement.*
 - *Nearly a quarter of the 225 transactions we reviewed either did not have clear authorization or sufficient support.*
 - *We questioned the Foundation's relationship with one of its primary vendors.*
 - *The academies did not always follow the Foundations' policies and procedures when holding fundraisers, which created the potential for loss or theft of funds.*
 - *The academies grossly underreported truancy data to the California Department of Education.*
- » *The Los Angeles Unified School District (LAUSD) and other authorizing entities generally performed required site visits of the academies. However, LAUSD may have acted prematurely when it rescinded the charter renewal petitions of two academies.*

authorization and support for its expenditures and the academies' expenditures, which led us to question whether those expenditures represented appropriate uses of public funds. Specifically, the Foundation could not provide either clear authorization or sufficient support for 52 of the 225 transactions we reviewed. In addition, we reviewed the Foundation's vendor agreements and questioned the Foundation's relationship with one of its primary vendors. We also found that the academies did not always follow the Foundation's policies and procedures when holding fundraisers, creating the potential for the loss or theft of fundraising proceeds. Finally, we found that academy staff grossly underreported truancy data to the California Department of Education (Education).

Additionally, we reviewed the Foundation's payments to the California Department of Justice (Justice), the U.S. Department of Homeland Security (Homeland Security), and immigration attorneys to determine their purpose. We found that the Foundation paid roughly \$28,000 to Justice, \$40,000 to Homeland Security, and \$59,000 to immigration attorneys and consultants during the three years of our audit period. The Foundation's payments to Justice were generally for fingerprinting and background checks for all of its employees, and its payments to Homeland Security and immigration attorneys or consultants related to its hiring of employees from outside the United States. Overall, we found that the payments appeared reasonable.

Finally, we examined the oversight LAUSD and other authorizing entities provided to the academies and found that they generally performed required site visits. However, we concluded that LAUSD may have acted prematurely when it rescinded the charter renewal petitions of two academies. Specifically, LAUSD based its June 2014 decision to rescind the charter renewal petitions for two academies on a summary of an outside accounting firm's draft findings that did not provide key context about the financial situations of those academies. Further, LAUSD did not provide sufficient time for the Foundation to respond to its criticisms, nor did it share the accounting firm's findings in full with the Foundation until after it had rescinded the two academies' charter petitions. In addition, LAUSD denied a third academy's charter renewal petition several months later in part because of the accounting firm's report. In March 2015 LAUSD and the Foundation reached a settlement agreement, resulting in the renewal of all three academies' charters.

Recommendations

Consistent with their charter petition terms, the Foundation should ensure that each academy maintains the minimum required cash reserve.

To reduce the risk of misappropriation, the Foundation should ensure that it appropriately authorizes all of its expenditures and the academies' expenditures. It should also ensure that it includes sufficient supporting documentation for each expense, including documenting the purpose of each transaction.

To increase transparency and reduce the risk of misuse of funds, the Foundation should update its policies and procedures regarding vendor selection to require that it maintain independence in its relationships with vendors.

To safeguard the funds that the academies raise, the Foundation should ensure that academy staff follow the fundraising procedures in its accounting manual, especially with regards to the timeliness of bank deposits and sign-offs on cash-count forms.

To ensure their compliance with state and federal laws, the Foundation should continue to develop procedures for the academies to follow when they report truancy data to Education. The Foundation's procedures should include a process for the academies to document their calculations.

To improve its process for considering whether to rescind a charter school's conditionally renewed petition, LAUSD should develop procedures to provide charter schools with a reasonable amount of time for an appropriate response or to potentially remedy concerns.

Agency Comments

The Foundation stated that our recommendations are helpful and indicated that it has already begun implementing corresponding changes. LAUSD generally agreed to implement our recommendations but believed additional clarification regarding its past actions and future implementation of the recommendations was warranted.

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Introduction

Background

In 1992 the Legislature enacted the Charter Schools Act, which outlines procedures for establishing charter schools that receive public funding but operate independently from the school district structure and are generally not subject to laws governing school districts. Groups of teachers, parents, and community leaders or community-based organizations can create charter schools to provide instruction to students from kindergarten through grade 12. State law allows nonprofit public-benefit corporations, which are subject to all governing state and federal laws related to their corporate and tax status, to operate charter schools. When a nonprofit operates multiple charter schools, it is commonly referred to as a charter management organization (CMO). Generally, local public school boards, the county boards of education, or in some instances, the California State Board of Education (state board) sponsor charter schools, and the agreements (or charters) between the sponsoring boards and the charter organizers detail the charter schools' specific goals. According to the California Department of Education (Education), more than 514,000 students—roughly 8 percent of California students in public schools—were enrolled in 1,125 charter schools for school year 2013–14.

Magnolia Educational and Research Foundation and Its Charter Schools

The Magnolia Educational and Research Foundation (Foundation) is a CMO that operates a network of charter schools throughout California and it is responsible for ensuring its charter schools' adherence to federal and state law. A board of directors governs the Foundation and its schools (governing board) and is responsible for major strategic and policy decisions related to the schools, as well as ensuring their financial sustainability. The Foundation and its schools emphasize a curriculum of science, technology, engineering, and math (STEM) and aim to improve student performance in reading, writing, and math; reduce dropout rates; achieve high student attendance; and increase the number of students pursuing STEM-related careers. Headquartered in Westminster, the Foundation is granted tax-exempt status by the Internal Revenue Service and the Franchise Tax Board. This exempt status allows the Foundation to receive tax-deductible contributions in addition to not paying certain taxes. However, to qualify for its exempt status, the Foundation cannot be operated in a manner that creates a private benefit to any shareholder or individual with a personal or private interest in the organization.

In fall 2002 the Foundation established its first charter school in the San Fernando Valley, Magnolia Science Academy 1. As of March 2015, the Foundation operated 11 charter schools located in Los Angeles, San Diego, Orange, and Santa Clara counties, as shown in Figure 1. The Los Angeles Unified School District (LAUSD) is the authorizing entity for eight of the 11 Magnolia Science Academies (academies). The San Diego Unified School District, the Santa Clara County Office of Education, and the state board, respectively, each authorize and oversee one of the remaining three academies. We discuss the oversight these entities provide in the following section.¹

The academies generally perform well academically. In 1999 the Public School Accountability Act established the Academic Performance Index (API), a single number that ranges from a low of 200 to a high of 1,000 and reflects a school's performance level based on the results of statewide assessments. According to Education, which calculates schools' APIs, the number is a cross-sectional look at student achievement from one year to the next and is used to rank schools. The academies' APIs for 2013 ranged from a low of 748 at Academy 3 in Carson to a high of 904 at Academy 7 in Northridge and at Academy Santa Clara, as shown in Figure 2 on page 8. Compared to the statewide API of 790, six academies had higher scores and five academies had lower scores. However, where applicable, the academies generally had higher APIs than their authorizing entities.²

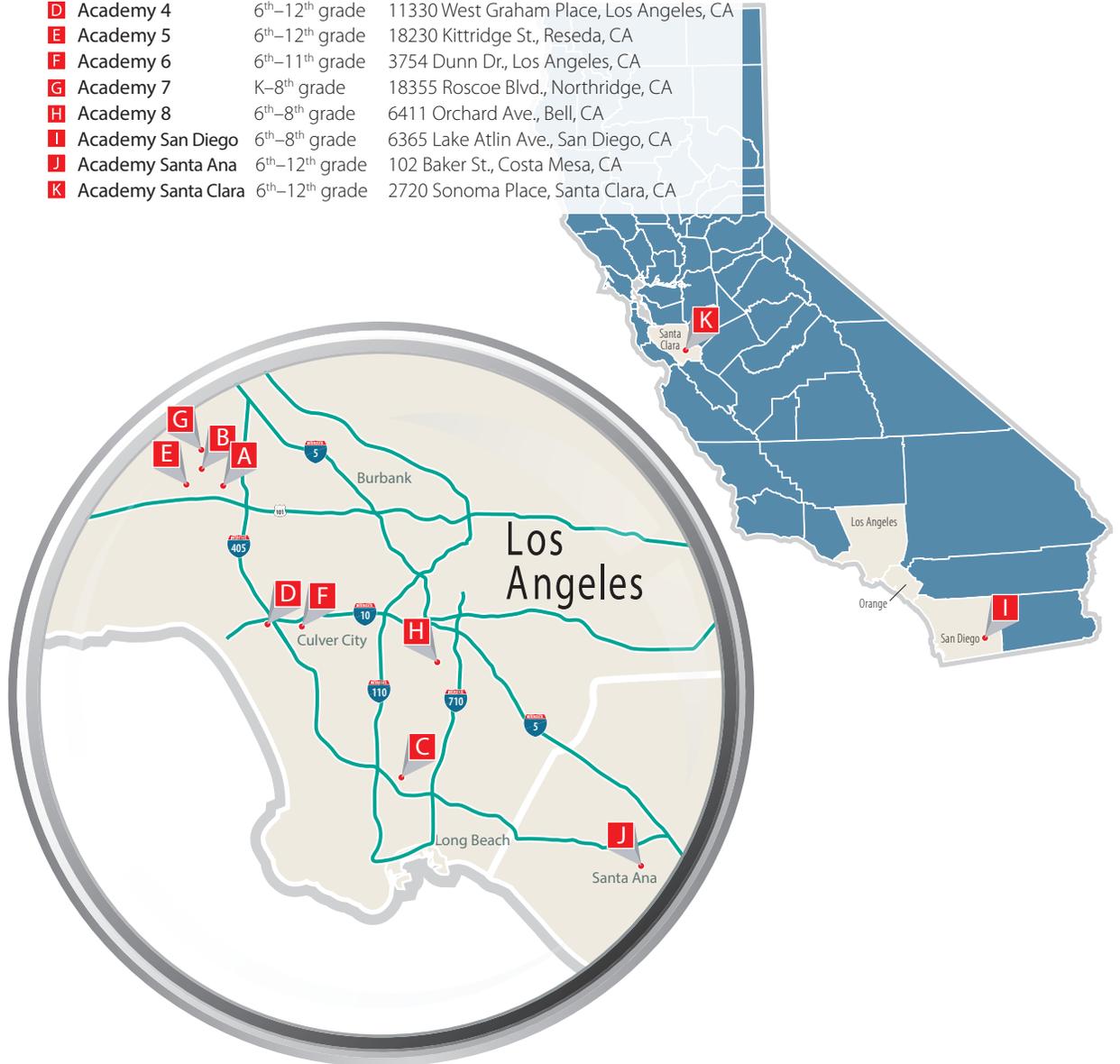
According to their charters, the academies admit all students residing in the State who wish to attend on a space-available basis as outlined in state law. The academies' charters also outline their plans to recruit low-achieving and economically disadvantaged students, which involves community meetings at regional neighborhood centers and shopping malls and distributing materials in English and Spanish to reach populations who are not proficient in English. Table 1 on page 9 shows the enrollment and diversity of the academies and their authorizing entities.

¹ The state board is the authorizer of Academy Santa Ana. We did not include a description of the state board's oversight process because we did not select this school for our review.

² The source we used did not present an average API for the state board, and the average API for the Santa Clara County Office of Education was not comparable; therefore, we compared the API's of academies Santa Ana and Santa Clara to the statewide average API.

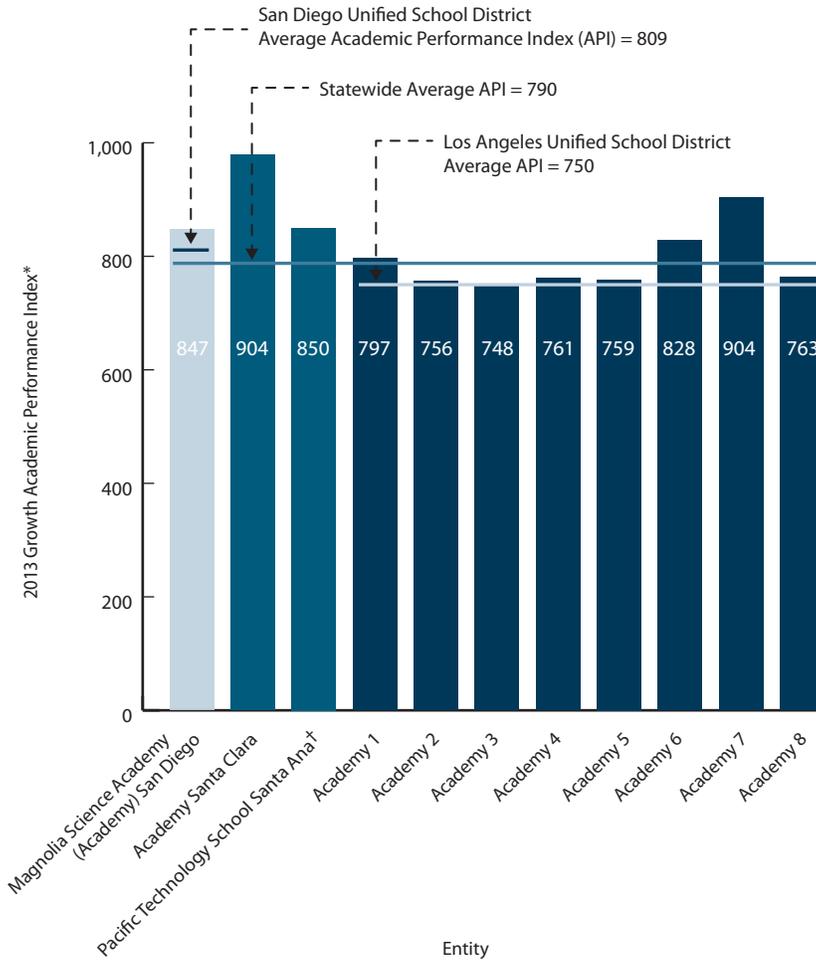
Figure 1
Grade Levels and Locations of the Magnolia Science Academies

NAME	GRADE LEVEL	LOCATION
Magnolia Science Academy (Academy)		
A Academy 1	6 th -12 th grade	18238 Sherman Way, Reseda, CA
B Academy 2	6 th -12 th grade	17125 Victory Blvd., Van Nuys, CA
C Academy 3	6 th -12 th grade	1254 East Helmick St., Carson, CA
D Academy 4	6 th -12 th grade	11330 West Graham Place, Los Angeles, CA
E Academy 5	6 th -12 th grade	18230 Kittridge St., Reseda, CA
F Academy 6	6 th -11 th grade	3754 Dunn Dr., Los Angeles, CA
G Academy 7	K-8 th grade	18355 Roscoe Blvd., Northridge, CA
H Academy 8	6 th -8 th grade	6411 Orchard Ave., Bell, CA
I Academy San Diego	6 th -8 th grade	6365 Lake Atlin Ave., San Diego, CA
J Academy Santa Ana	6 th -12 th grade	102 Baker St., Costa Mesa, CA
K Academy Santa Clara	6 th -12 th grade	2720 Sonoma Place, Santa Clara, CA



Sources: The Magnolia Education and Research Foundation website, school charter petitions, and the Ed-Data website.

Figure 2
Academic Performance Indexes of the Magnolia Science Academies, Their Authorizing Entities Where Applicable, and the State



Sources: The Ed-Data website and the California Department of Education's (Education) DataQuest website.

Note: The Ed-Data website does not present an average API for the California State Board of Education, and the average API for the Santa Clara County Office of Education was not comparable; therefore, we present the statewide average API.

* According to Education's website, it did not produce a 2014 API. Thus, we performed our comparison of APIs on 2013 data.

† Pacific Technology School Santa Ana closed effective June 30, 2014, and Academy Santa Ana opened in its place in August 2014.

Table 1
Enrollment and Diversity of the Magnolia Science Academies and Their Authorizing Entities for School Year 2013–14

ENTITY	ENROLLMENT	PERCENTAGE OF ENROLLMENT						
		SOCIO-ECONOMICALLY DISADVANTAGED	ETHNICITY					
			HISPANIC OR LATINO	AFRICAN AMERICAN	WHITE	ASIAN	FILIPINO	OTHER*
Magnolia Science Academy (Academy) 1	538	92.8%	81.0%	0.9%	7.8%	5.0%	4.7%	0.6%
Academy 2	440	79.8	75.2	3.0	11.8	3.9	4.1	2.0
Academy 3	426	89.7	46.7	49.3	1.2	0.5	0.9	1.4
Academy 4	202	76.2	64.9	13.4	15.3	3.4	1.0	2.0
Academy 5	240	90.8	84.6	0.4	6.7	4.6	3.3	0.4
Academy 6	137	72.3	57.7	21.9	8.0	2.9	4.4	5.1
Academy 7	301	71.1	61.5	3.3	19.9	7.0	5.0	3.3
Academy 8	497	94.4	97.0	0.0	3.0	0.0	0.0	0.0
Academy Average	348	83.4	71.1	11.5	9.2	3.4	2.9	1.9
Los Angeles Unified School District	653,826	79.1	73.5	9.2	9.3	4.1	2.0	1.9
Academy San Diego	355	23.9	25.1	4.2	53.8	3.7	0.8	12.4
San Diego Unified School District	130,303	60.2	46.7	9.7	23.1	8.5	5.1	6.9
Pacific Technology School Santa Ana [†]	176	50.6	52.8	0.6	33.5	5.7	1.1	6.3
Orange County [‡]	500,487	50.9	48.7	1.5	28.8	15.0	1.9	4.1
Academy Santa Clara	489	21.3	13.3	7.8	23.1	51.1	1.0	3.7
Santa Clara County [§]	276,175	41.1	39.2	2.3	21.4	27.7	4.2	5.2

Source: The California Department of Education's DataQuest enrollment report for school year 2013–14.

* *Other* includes American Indian or Alaska Native, Pacific Islander, Two or More Races, and Not Reported.

[†] Pacific Technology School Santa Ana closed effective June 30, 2014, and Academy Santa Ana opened in its place in August 2014.

[‡] We present enrollment and diversity information for Orange County because the Pacific Technology School Santa Ana was authorized by the California State Board of Education and is located within Orange County.

[§] We present enrollment and diversity for Santa Clara County because the authorizer of Academy Santa Clara—the Santa Clara County Office of Education—was not comparable and the Academy is located in Santa Clara County.

Authorizing Entities' Oversight of the Academies

Charter schools receive external oversight from the entities authorizing their charters. According to Education's website, these authorizing entities are responsible for ensuring that charter schools operate in compliance with all applicable laws and the

Select Statutory Responsibilities of Charter-Authorizing Entities

State law requires charter-authorizing entities to do the following for the charter schools they authorize:

- Visit each charter school at least annually.
- Ensure that each charter school complies with reporting requirements.
- Monitor the fiscal condition of each charter school.
- Provide a contact person for each charter school.
- Provide timely notification to the California Department of Education (Education) if it revokes a school's charter or grants or denies the renewal of a charter. It must also inform Education if a charter school will cease operations.

Source: [California Education Code, Section 47604.32.](#)

terms of their charters. As shown in the text box, state law requires the authorizing entities to perform various functions, including performing annual visits and providing a contact person for each charter school it authorizes. State law allows authorizing entities to charge the charter schools under their authority for the actual costs of oversight.

Los Angeles Unified School District

As previously stated, LAUSD is the authorizing entity for eight of the 11 academies the Foundation operates. According to its website, LAUSD is the second largest school district in the nation and enrolls over 650,000 students—more than 10 percent of all students enrolled in the State during school year 2013–14. The LAUSD Board of Education (board) and a superintendent of schools provide leadership to the LAUSD. LAUSD

states on its website that it views charter schools as integral to its offerings and an opportunity to teach both students and educators. According to LAUSD's website, 248 charter schools are currently under its jurisdiction, serving approximately 136,778 students in kindergarten through 12th grade.

To oversee the charter schools it authorizes, LAUSD created the Charter Schools Division (division) in 1993. Division staff review, process, and provide recommendations to the board on whether to approve or deny charter petitions in open board meetings for new and renewing charter school petitions. The division also performs oversight functions and provides support for LAUSD-authorized charter schools. The division uses its *Administrative Procedures for Charter School Authorizing* (authorizing procedures), which it last revised in September 2013, and its *Policy for Charter School Authorizing*, which it last revised in February 2012, to guide its work and to give charter school governing boards, administrators, staff, and the public a clear understanding of LAUSD's administrative procedures and authorizing policy. The authorizing procedures describe the division's review of new charter petitions, the division's oversight processes, and the charter-petition renewal process.

In 1998 the board created the LAUSD Office of the Inspector General (inspector general), which conducts independent audits, reviews, and investigations of LAUSD's operations, contracts, and vendors. Under state law, the inspector general may subpoena

witnesses; administer oaths or affirmations; take testimony; and compel the production of all information, such as documents, reports, and other data it deems relevant. According to the deputy inspector general for internal audits, the inspector general supports the division's oversight efforts through periodic audits and investigations, generally at the request of the division.

San Diego Unified School District

The San Diego Unified School District (SDUSD) is the authorizing entity for Academy San Diego. SDUSD is currently the second largest school district in the State and oversees nearly 50 charter schools. SDUSD's Office of Charter Schools performs several functions, including performing general oversight responsibilities; reviewing and evaluating new, revised or amended, and renewal charter petitions; and acting as liaison between SDUSD and the charter school community. In December 2014 the SDUSD Board of Education approved the charter renewal petition for Academy San Diego.

Santa Clara County Office of Education

The Santa Clara County Office of Education (SCCOE) is the authorizing entity for Academy Santa Clara. SCCOE currently authorizes 20 charter schools within Santa Clara County. The SCCOE Board (county board) is responsible for providing oversight of these charter schools. Similar to LAUSD's and SDUSD's charter school divisions, the county superintendent performs annual oversight visits, including budgeting and financial reviews, and makes recommendations to the county board for new or renewal charter petitions. According to SCCOE's chief strategy officer, the county superintendent conducted a comprehensive financial review of Academy Santa Clara in December 2012 because of concerns about its fiscal stability that arose during its charter renewal process. Subsequently, in January 2013 the county board renewed Academy Santa Clara's charter petition, with the condition that the academy rectify all financial concerns, which it did.

Recent Events Involving LAUSD, the Foundation, and Certain Academies

The Foundation and certain academies have been the subject of an inspector general audit, several performance and fiscal reviews by the division, and a review by an outside accounting firm. Specifically, in August 2012 the inspector general issued an audit report (2012 audit) on academies 1, 2, and 3 that noted control weaknesses in their governance structures, employment

documentation and qualification of staff, and admission and enrollment requirements. It also noted various financial control problems at the Foundation and the sites the inspector general visited. The inspector general made 11 recommendations to the Foundation, some of which concerned financial statement disclosures, fund reserves, proper control of cash balances, bank reconciliations, proper documentation for all disbursements, and adequate support for journal entries. In its response to the audit, the Foundation agreed with each of the inspector general's recommendations.

In December 2013 the Foundation submitted charter renewal petitions to LAUSD for academies 6 and 7. At a board meeting in March 2014, the division stated that the academies were implementing the recommendations from the 2012 audit but that the Foundation should build the cash reserves at four of its schools. The division recommended that the board conditionally approve the renewal of the charter petitions for academies 6 and 7. Consequently, the board approved the petitions conditional on a further review of the two academies' fiscal processes and operations not resulting in any material findings. To perform this review, the inspector general contracted with the accounting firm Vicenti, Lloyd & Stutzman (VLS) in March 2014.

Three months later, the division rescinded the board's conditional approval for academies 6 and 7. Specifically, on June 27, 2014, it notified the Foundation that the renewal petitions LAUSD had granted these schools for the period starting July 1, 2014, were inoperative. In its letter to the Foundation, the division stated that VLS's review had caused it to conclude that academies 6 and 7 were demonstrably unlikely to successfully implement the program set forth in their renewal petitions pursuant to state law. In reaching its conclusion, the division cited VLS's findings related to the following:

- The financial insolvency of the Foundation and academies 6 and 7.
- The Foundation's and academies' fiscal mismanagement, including not making certain disclosures in their audited financial statements, their practice of engaging in interschool borrowing, their failure to follow generally accepted accounting principles, their weak fiscal controls, and their questionable or unexplained transactions.
- Weaknesses in the Foundation's and academies' governance and administrative services.

In response to this decision, the Foundation went to court and was granted a preliminary injunction to block LAUSD from implementing the nonrenewal of the two schools' charter petitions.

The board subsequently approved another recommendation from the division and denied a charter renewal petition for Academy 8 at a public meeting in November 2014. The division again supported its recommendation to deny the petition based on VLS's findings related to the Foundation and academies 6 and 7. However, in March 2015, the Foundation and LAUSD reached a settlement agreement, which included LAUSD authorizing the charter petitions of academies 6, 7, and 8, the details of which we discuss further in Chapter 3.

Scope and Methodology

The Joint Legislative Audit Committee directed the California State Auditor to conduct an audit of the Foundation and the academies to determine if they appropriately expended state funds, complied with state laws, and are financially solvent. The audit analysis that the audit committee approved contained four separate objectives. We list the objectives and the methods we used to address them in Table 2.

Table 2
Audit Objectives and the Methods Used to Address Them

AUDIT OBJECTIVE	METHOD
1 Review and evaluate the laws, rules, and regulations significant to the audit objectives.	Reviewed the applicable laws, rules, and regulations for each objective.
2 For a minimum of four Magnolia Science Academies (academies), determine the following for the most recent three-year period: a. Evaluate whether the academies have appropriately expended state funding in providing educational resources to their students.	During our selection of four academies for review, we considered litigation that was pending at the time for academies 6 and 7, as well as a prior audit performed on academies 1, 2, and 3. Of the remaining three schools authorized by the Los Angeles Unified School District (LAUSD), we selected Academy 5 and Academy 8 for our review. We also selected Academy Santa Clara and Academy San Diego because they were authorized by other entities and because Academy Santa Ana had recently opened. <ul style="list-style-type: none"> • Obtained and reviewed the final budgets and financial reports the Magnolia Educational and Research Foundation (Foundation) submitted to charter-authorizing entities (charter authorizers) for the four academies for fiscal years 2011–12 through 2013–14. Identified the source and amount of state funding that the four academies received during those fiscal years. We determined if the academies' final budgets correctly identified and segregated categorical state funding and compared the expenditures in the financial reports with the academies' budgets. • Reviewed changes in state funding provided to charter schools under the Local Control Funding Formula and evaluated the audited financial statements at the four academies we selected for fiscal years 2011–12 through 2013–14 to determine compliance with these changes. • Interviewed staff at the Foundation to determine the controls in place to ensure that the academies appropriately expend state funds and to identify the assistance and oversight they provide to the academies in creating their budgets. • Reviewed the Foundation's policies and procedures regarding budget creation, implementation, and monitoring. • Interviewed staff at each of four academies we selected for review to develop an understanding of how they report accounting and expenditure information to the Foundation, how they create their academy budgets, and what internal controls they have in place related to their expenditure of state funds. • We also performed testing of expenditures at the four academies we selected as part of the method we describe to address Objective 2(c).

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AUDIT OBJECTIVE	METHOD
b. Review a selection of payroll expenditures and vendor agreements for academies and identify any irregularities.	<ul style="list-style-type: none"> • Interviewed staff at the Foundation and at each of the four academies we selected for review to understand the policies, procedures, and practices regarding payroll expenditures. • Reviewed the payroll transactions in the general ledgers of the four academies we selected to identify any duplicate payments or payments that appeared out of the ordinary during the past three fiscal years. • Judgmentally selected 20 individual salary expenditures at each academy and tested those expenditures against supporting documentation to determine if the payroll expenditures had sufficient support and had been processed accurately. • Obtained vendor agreements that were active during the past three years for the four academies we selected and judgmentally selected five vendor agreements for each academy. We reviewed supporting documentation for these agreements to determine if they were compliant with relevant laws, regulations, policies, and procedures. We also looked for potential conflicts of interest between vendors and officials at the Foundation.
c. To the extent possible, identify any misappropriation of funds by the academies.	<ul style="list-style-type: none"> • Reviewed the Foundation's current and prior accounting manuals for policies and procedures related to documenting and authorizing expenditures and to identify any controls to avoid misappropriation of funds. • Interviewed Foundation staff to gain an understanding of how the Foundation processes purchases. • Judgmentally selected 45 expenditure transactions at each of the four academies we selected—180 total transactions—and determined whether the selected expenditures had sufficient supporting documentation, were in compliance with the Foundation's established policies and procedures, and were in line with the academy's educational mission. • Judgmentally selected five debit card transactions at each of the four academies we selected that were over \$500 and reviewed supporting documentation to assess whether the Foundation's controls over debit card purchases were an effective means of preventing misuse and misappropriation of state funds.
d. Review and evaluate whether the academies complied with state laws pertaining to the reporting of truancy data and reporting of Academic Performance Index (API) scores.	<ul style="list-style-type: none"> • Interviewed staff at the Foundation and the four academies we selected to develop an understanding of the process for reporting truancy data to the California Department of Education (Education). • Obtained and reviewed the Foundation's policies and procedures for reporting truant students to parents for school years 2011–12 through 2013–14. • Compared the Foundation's attendance policies and procedures with those of LAUSD, the San Diego Unified School District, and the Santa Clara County Office of Education. • Obtained and reviewed student attendance reports at the four academies we selected for school years 2011–12 through 2013–14 and recalculated the academies' truancy rates. We then compared those rates with the rates displayed on Education's website. • Interviewed staff at Education and reviewed information on Education's website regarding API and determined that Education is responsible for calculating and reporting API for schools and school districts. Therefore, we did not audit the API scores of the academies.
e. Ascertain whether academies engaged in fundraising and determine whether there were any fundraising irregularities.	<ul style="list-style-type: none"> • Reviewed the general ledgers of the Foundation and the four academies we selected to determine the amount each generated from fundraising activities during fiscal years 2011–12 through 2013–14. • Interviewed Foundation staff regarding its methodology for recording fundraising activities. • Selected three approved fundraiser events from each of the four academies during school years 2011–12 through 2013–14 and determined whether those events met the fundraising requirements contained in the Foundation's accounting manual. • Reviewed the Foundation's financial statements to determine whether it engaged in fundraising activities over the past three fiscal years.

AUDIT OBJECTIVE	METHOD
<p>3 To the extent possible, perform the following:</p> <p>a. Evaluate whether the Foundation has effectively supported the academies in providing education consistent with their charters.</p>	<ul style="list-style-type: none"> Reviewed the charter petitions for each academy to identify the responsibilities of the Foundation. Interviewed Foundation staff and principals at each of the four academies we selected to develop an understanding of the ways in which the Foundation supports the academies. Reviewed the annual budgets for the past three fiscal years of the four academies we selected and identified any trends.
<p>b. Evaluate the financial solvency of the Foundation and the academies.</p>	<ul style="list-style-type: none"> Identified three key measures of solvency, including required cash reserves based on state regulations; the Government Accounting, Auditing, and Financial Reporting definition of solvency (government accounting standard); and the Internal Revenue Service's definition of financial solvency (IRS standard). Determined whether each academy was financially solvent under each of the three standards during fiscal years 2011–12 through 2013–14. We also evaluated the solvency of the Foundation as a single entity and as a consolidated entity using the government accounting standard and IRS standard.
<p>c. Determine whether the Foundation borrowed money from academies. If so, determine whether it was appropriately documented, the purpose, and the impact to the academies' ability to deliver a high-quality education consistent with their charter.</p>	<ul style="list-style-type: none"> Determined loan amounts between the Foundation and the academies using the applicable general ledgers and audited financial statements during fiscal years 2011–12 through 2013–14. Interviewed staff at the Foundation to determine the purpose of the loans. Reviewed total expenses and expenses per student at the five academies that loaned money to the Foundation to determine whether those loans impacted spending at those academies. Reviewed interim financial reports for academies 1 and 8 to again determine whether loan activity impacted spending during the past three fiscal years.
<p>d. Evaluate the charter management organization (CMO) fees assessed by the Foundation to the academies. Determine whether the Foundation used these fees consistent with state law.</p>	<ul style="list-style-type: none"> Reviewed the charter petitions, budgets, and financial statements for all academies to determine the CMO fees they paid to the Foundation during fiscal years 2011–12 through 2013–14. Reviewed the CMO fees the academies paid to the Foundation in the most recent three years. Compared these fees to the records of CMO fee payments in the Foundation's general ledger. Determined whether the Foundation used CMO fees to provide the services described in charter petitions.
<p>e. Identify any misappropriation of funds by the Foundation.</p>	<ul style="list-style-type: none"> Reviewed the legal structure of the Foundation and examined the restrictions placed on the Foundation's expenditure of funds based on relevant laws and regulations, including organizational and operational tests for the Foundation to obtain and maintain tax exempt status. Interviewed Foundation staff to develop an understanding of the Foundation's purchasing process. Reviewed the Foundation's accounting manual to understand its controls over its purchasing process to avoid misappropriation. Judgmentally selected 45 expenditures from the Foundation's general ledger during the past three fiscal years and evaluated the appropriateness of those transactions through supporting documentation and appropriate approvals to determine whether the Foundation's expenditures were in line with its educational mission.
<p>f. Identify any payments made by the Foundation to the U.S. Department of Homeland Security, the Department of Justice, and immigration attorneys, and the purpose for such payments. Also, determine the source and amount of those payments.</p>	<ul style="list-style-type: none"> Reviewed the Foundation's general ledgers to identify payments to the U.S. Department of Homeland Security, the California Department of Justice, and immigration attorneys for fiscal years 2011–12 through 2013–14. Interviewed Foundation staff regarding the sources and amounts of the payments we identified. Obtained any supporting documentation.

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AUDIT OBJECTIVE	METHOD
g. Review a selection of vendor agreements made by the Foundation and identify any irregularities.	<ul style="list-style-type: none"> • Reviewed the Statements of Economic Interests—commonly known as Form 700s—for Foundation and academy staff who are required to file these forms. Determined whether any potential conflicts of interest exist. • Obtained all of the Foundation's vendor agreements for the last three fiscal years. Selected five vendor agreements for testing for each fiscal year. Obtained supporting documentation for these five agreements. • Determined whether the Foundation's vendor agreements complied with the <i>California School Accounting Manual</i> and the Foundation's accounting manual.
h. Ascertain whether the Foundation engaged in fundraising and determine whether there were any fundraising irregularities.	Combined the procedures for this objective with those for Objective 2(e).
4 Review and assess any other issues that are significant to the Foundation and the academies.	Examined the oversight performed by the charter authorizers of the four academies we selected for review, as well as the actions taken by LAUSD in its rescinding of the charters of three academies.

Sources: California State Auditor's analysis of the Joint Legislative Audit Committee audit request number 2014-135, the planning documents, and analysis of information and documentation identified in the table column titled *Method*.

Assessment of Data Reliability

In performing this audit, we relied upon electronic data files extracted from the information system listed in Table 3. The U.S. Government Accountability Office, whose standards we are statutorily required to follow, requires us to assess the sufficiency and appropriateness of computer-processed information that is used to support our findings, conclusions, or recommendations. Table 3 shows the results of this analysis.

Table 3
Methods Used to Assess Data Reliability

INFORMATION SYSTEM	PURPOSE	METHOD AND RESULT	CONCLUSION
The Magnolia Educational and Research Foundation (Foundation) Quickbooks Accounting Software (general ledger) Data for the period July 2011 through June 2014	To make a selection of Foundation and Magnolia Science Academies' (academies) expenditures.	<ul style="list-style-type: none"> This purpose did not require a data reliability assessment. Instead, we needed to gain assurance the population was complete. We verified completeness by comparing total expenditures in the general ledger to the Foundation's and the academies' audited financial statements for fiscal years 2011–12 through 2013–14. We found the data to be materially complete. 	Complete for the purpose of this audit.
	To identify the amounts the Foundation paid to the U.S. Department of Homeland Security (Homeland Security), the California Department of Justice (Justice), and immigration attorneys and consultants.	<ul style="list-style-type: none"> As described above, we verified that the Foundation's list of expenditures in its general ledger was complete. The Foundation does not separately track immigration-related expenditures. Thus, we reviewed descriptions of expenditures in the Foundation's general ledger and included those transactions where it had identified them as payments to Homeland Security, Justice, and immigration attorneys and consultants. We also confirmed with Foundation staff a list of attorneys and consultants it paid to provide temporary visa or other immigration services. 	<p>Undetermined reliability for the purpose of this audit.</p> <p>Despite our efforts, we cannot be certain that we found all immigration-related expenditures. Although this determination may affect the precision of the numbers we present, there is sufficient evidence in total to support our findings, conclusions, and recommendations.</p>
	To identify loans between the Foundation and the academies.	<ul style="list-style-type: none"> This purpose did not require a data reliability assessment. Instead, we needed to gain assurance the population was complete. We verified completeness by comparing total loan amounts due to and from the Foundation with the audited financial statements for fiscal years 2011–12 through 2013–14. We found the data to be materially complete. 	Complete for the purpose of this audit.

Sources: California State Auditor's analysis of various documents, interviews, and data obtained from the entities listed in the table.

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Chapter 1

ALL MAGNOLIA SCIENCE ACADEMIES WERE SOLVENT AND ALL LOANS BUT ONE WERE REPAID BY JULY 2014

Chapter Summary

Due in part to state funding delays, some of the Magnolia Science Academies (academies) struggled financially during fiscal years 2011–12 and 2012–13. As a result, several of the academies—and the Magnolia Education and Research Foundation (Foundation) when viewed as a single entity—were insolvent under certain financial measures. However, the Foundation and academies, when viewed as one consolidated organization, were solvent during fiscal years 2011–12 through 2013–14 regardless of which measure we used. To keep struggling academies open, the Foundation acted as an intermediary in facilitating loans between the academies, so that academies with extra funds effectively lent those funds to academies that were struggling. However, the Foundation at one point retained up to \$2.9 million in loaned funds from its schools during fiscal years 2011–12 through 2013–14. The Foundation tracked these cash transfers it facilitated between itself and its charter schools as intercompany receivables and payables; however, we refer to these transfers as loans, reflecting the Foundation’s stated intention that they would be repaid. In addition, the Foundation did not always charge struggling academies its full charter management organization (CMO) fee.

By July 2014 all the academies were solvent under the three key financial measures we considered, all but one academy had repaid their loans, and the Foundation had repaid all of the funds it had borrowed from the academies. We found no indication that the financially strong academies that loaned funds during the period we reviewed were harmed by these loans. Rather, these loans and the reduction in the Foundation’s CMO fees played a key role in keeping the struggling academies open, allowing them to fulfill their mission to educate children.

Despite Past Financial Difficulties, the Academies Were Solvent Under Three Key Financial Measures at the End of Fiscal Year 2013–14

Delays in state funding at least partially contributed to the financial difficulties for some academies in fiscal years 2011–12 and 2012–13, leading several to be financially insolvent under certain measures. However, because of the strength of the Foundation and academies’ organization as a whole, the struggling academies were able to

The academies improved their financial condition to the point that by July 2014 all of them were solvent under the measures we considered.

remain operational even when insolvent. Further, they improved their financial condition to the point that by July 2014, all the academies were solvent under the measures we considered.

To determine the solvency of the academies, we relied on three measures. State regulations contain provisions for cash reserves specific to school districts, which the California Department of Education (Education) commonly refers to as a *solvency requirement*. Although neither the California Education Code nor relevant state regulations describe exactly how solvency should be measured for individual charter schools, most academies acknowledged and, in some cases, agreed to the state regulation reserves requirement as stated in their current charter petitions. The one exception we noted was Academy Santa Clara, which contains no such clause in its charter petition. To broaden our assessment to include other common measures of solvency, we also used two additional standards: the Governmental Accounting, Auditing, and Financial Reporting standard (government accounting standard) and the Internal Revenue Service Standard (IRS standard).

- Cash reserve requirement: Each charter school, based on commitments made in its approved charter petition, could be required to maintain a specified reserve of up to 5 percent of total annual expenditures, depending on average daily attendance.
- Government accounting standard: In the context of a Chapter 9 bankruptcy, insolvency is a government agency's inability to pay its obligations as they become due.
- IRS standard: Financial insolvency is when an entity's total liabilities exceed total assets.

Although we applied the three measures to each individual academy, it is important to note that the academies' charters, which serve as the primary written agreement between the charter-authorizing entity and the charter school, do not include any agreements for the Foundation or the academies to meet the government accounting standard or the IRS standard. Further, the cash reserve requirement does not specifically apply to the Foundation, either as a single entity without the academies or as a consolidated entity with the academies.

The academies' degree of solvency varied during fiscal years 2011–12 and 2012–13, as shown in Table 4. Four of the Foundation's 12 charter schools in operation at the time were solvent under all three measures during both years. However, the remaining eight charter schools—academies 1, 2, 4, 6, 7, San Diego, Santa Clara, and the Pacific Technology School Orangevale—were insolvent using at

least one measure in fiscal year 2011–12. During fiscal year 2012–13, three of these schools improved their financial position and were solvent using all measures. Only one academy was ever insolvent under all three measures—Academy 6 during fiscal year 2012–13. The academies fared best using the cash reserve requirement—all but one were solvent using this measure in fiscal year 2011–12, all but two were solvent in fiscal year 2012–13, and all were solvent using this measure in fiscal year 2013–14.

Table 4
Financial Solvency of the Magnolia Educational and Research Foundation (Foundation) and Its Charter Schools

ENTITY	FISCAL YEAR 2011–12			FISCAL YEAR 2012–13			FISCAL YEAR 2013–14		
	CASH RESERVE REQUIREMENT*	GOVERNMENT ACCOUNTING, AUDITING, AND FINANCIAL REPORTING STANDARD	INTERNAL REVENUE SERVICE STANDARD	CASH RESERVE REQUIREMENT*	GOVERNMENT ACCOUNTING, AUDITING, AND FINANCIAL REPORTING STANDARD	INTERNAL REVENUE SERVICE STANDARD	CASH RESERVE REQUIREMENT*	GOVERNMENT ACCOUNTING, AUDITING, AND FINANCIAL REPORTING STANDARD	INTERNAL REVENUE SERVICE STANDARD
Magnolia Science Academy (Academy) 1	✗	✓	✓	✓	✓	✓	✓	✓	✓
Academy 2	✓	✗	✓	✗	✓	✓	✓	✓	✓
Academy 3	✓	✓	✓	✓	✓	✓	✓	✓	✓
Academy 4	✓	✗	✗	✓	✗	✗	✓	✓	✓
Academy 5	✓	✓	✓	✓	✓	✓	✓	✓	✓
Academy 6	✓	✗	✗	✗	✗	✗	✓	✓	✓
Academy 7	✓	✗	✗	✓	✗	✗	✓	✓	✓
Academy 8	✓	✓	✓	✓	✓	✓	✓	✓	✓
Academy San Diego	✓	✗	✗	✓	✗	✓	✓	✓	✓
Academy Santa Clara	✓	✗	✗	✓	✓	✓	✓	✓	✓
Pacific Technology School Orangevale†	✓	✗	✗	✓	✓	✓	NA	NA	NA
Academy Santa Ana‡	✓	✓	✓	✓	✓	✓	✓	✓	✓
Foundation	NA	✗	✗	NA	✗	✗	NA	✗	✗
Foundation as a consolidated entity	NA	✓	✓	NA	✓	✓	NA	✓	✓

Sources: The Foundation and academies' audited financial statements for fiscal years 2011–12 through 2013–14.

✓ = Yes

✗ = No

NA = Not applicable.

■ = Indicates the entity met all three solvency standards during the fiscal year.

■ = Indicates the entity met at least one solvency standard during the fiscal year.

■ = Indicates the entity did not meet any of the three solvency standards during the fiscal year.

* The California Education Code, Section 33128.3 (repealed January 1, 2015), temporarily reduced the required reserve amount in fiscal years 2011–12 and 2012–13 to one-third the percentage in state regulations.

† Pacific Technology School Orangevale was closed effective June 30, 2013; therefore, the school did not have financial information for fiscal year 2013–14.

‡ Academy Santa Ana was rechartered in 2014 and changed its name from Pacific Technology School Santa Ana.

We also analyzed the Foundation's solvency both as a single entity without the academies and as a consolidated entity with all of the academies. We determined the Foundation was insolvent as a single entity under both the government accounting standard and the IRS standard in all three fiscal years of our audit period. However, we found that the Foundation and academies as a consolidated organization were solvent throughout the audit period regardless of which measure of solvency we used. Further, the state funding delays that occurred in fiscal years 2011–12, 2012–13, and 2013–14 contributed to the financial problems of some academies. According to the Legislative Analyst's Office, the State relied heavily on delayed educational funding to achieve the State's General Fund savings during the years in question—in total, it delayed more than \$10 billion in educational funding during fiscal year 2011–12. As shown in Table 5, Education delayed state funding to the academies during fiscal years 2011–12 through 2013–14 by roughly \$4.5 million, \$3.3 million, and \$2.2 million, respectively. According to an education fiscal services consultant with Education, the Legislature established a statewide total to be delayed and Education then divided that amount across all schools, resulting in equal percentage reductions in each school's monthly apportionment.

Table 5
Delayed State Apportionment Funding for the Magnolia Educational and Research Foundation's Charter Schools

ENTITY	AMOUNTS DELAYED		
	FISCAL YEAR 2011–12	FISCAL YEAR 2012–13	FISCAL YEAR 2013–14
Magnolia Science Academy (Academy) 1	\$839,710	\$422,722	\$490,115
Academy 2	529,648	393,877	312,355
Academy 3	438,408	472,444	272,409
Academy 4	317,791	227,524	86,505
Academy 5	392,379	235,562	91,117
Academy 6	177,103	81,813	81,357
Academy 7	184,531	328,061	207,699
Academy 8	812,084	462,567	354,728
Academy San Diego	203,461	113,390	40,811
Academy Santa Clara	138,584	276,181	51,716
Pacific Technology School Orangevale*	194,731	148,842	NA
Academy Santa Ana†	265,905	163,130	181,378
Total amounts delayed for these charter schools	\$4,494,335	\$3,326,113	\$2,170,190

Sources: The California Department of Education's certifications of principal apportionments for fiscal years 2011–12 through 2013–14.

NA = Not applicable.

* Pacific Technology School Orangevale was closed effective June 30, 2013; therefore, the school did not have financial information for fiscal year 2013–14.

† Academy Santa Ana was rechartered in 2014 and changed its name from Pacific Technology School Santa Ana.

According to the Foundation's chief financial officer (CFO), these delays caused temporary cash-flow deficiencies in the smaller and less-established academies. He explained that the smaller schools, which have lower student enrollment, cannot benefit from economies of scale; therefore, until they increase enrollment and build healthy cash reserves, they are more affected by state funding delays. Further, state funding delays had less effect on some academies because they had other sources of funding, such as funding from the Public Schools Choice Initiative of 2009, which provided selected low-performing or newly formed schools with additional financial support through the Los Angeles Unified School District's (LAUSD) Investing in Innovation grant. Specifically, the LAUSD Board of Education voted for Academy 8 to receive such funding upon its inception in fiscal year 2010-11 because it was a new school designated to relieve overcrowding of public schools. According to the principal at Academy 8, the grant funding allowed Academy 8 to maintain a healthy financial position even when faced with state funding delays.

Because the financial statements for the academies we reviewed included the delayed payments as assets, they did not affect the academies' solvency under the government accounting standard or the IRS standard. However, they had the potential to affect academies' solvency under the cash reserve requirement. Each of the three academies that did not meet the cash reserve standard did so by less than \$24,000, as shown in Table 6 on the following page. Because the amount of delayed state funding for each of these academies was larger than the amount by which they were insolvent, they could have been solvent had they received the state funding during the respective fiscal years. For example, Academy 6 needed about \$24,000 in additional cash reserves in order to be solvent in fiscal year 2012-13. That same year, the State delayed providing it with \$81,813 in state funding, which would have more than made up for the needed amount. Similarly, Academy 1 fell short of meeting its required cash reserve during fiscal year 2011-12 and Academy 2 fell short during fiscal year 2012-13; however, both could have met their cash reserve requirements had they received their state funding on time. Although delayed state funding partially caused financial difficulties and questions of solvency for some academies, the overall organization remained financially sound. As a result, the financially struggling academies were able to continue to operate. Furthermore, by July 2014, all academies were solvent under all measures we considered.

Although delayed state funding partially caused financial difficulties and questions of solvency for some academies, the overall organization remained financially sound.

Table 6
Amounts of Delayed State Funding for the Magnolia Science Academies That Did Not Meet the Cash Reserve Requirement

	MAGNOLIA SCIENCE ACADEMY (ACADEMY) 1 (FISCAL YEAR 2011-12)	ACADEMY 2 (FISCAL YEAR 2012-13)	ACADEMY 6 (FISCAL YEAR 2012-13)
Required cash reserve	\$52,506	\$32,608	\$24,865
Cash and cash equivalent	47,821	9,666	886
Insolvent by	\$4,685	\$22,942	\$23,979
Amount of delayed state funding	\$839,710	\$393,877	\$81,813

Sources: Academy 1's fiscal year 2011-12 audited financial statements, academies 2 and 6 fiscal year 2012-13 audited financial statements, and the California Department of Education's certifications of principal apportionments for fiscal years 2011-12 and 2012-13.

The Foundation's Management Facilitated Loans Between the Foundation and Academies to Offset the Academies' Cash-Flow Fluctuations

To help new or struggling academies and to offset the delays in state funding, the Foundation's management facilitated loans between the Foundation and some of the academies. Specifically, academies with surplus funds lent them to the Foundation, which in turn lent the money to academies experiencing cash-flow problems. As of July 2014, all but one of the academies that borrowed cash had paid back these loans to the Foundation, which in turn paid back all of the academies that lent cash. However, as of March 2015, Academy 6 owed roughly \$294,000 to the Foundation.

In the opinion of our legal counsel, a nonprofit public-benefit corporation, such as the Foundation, that operates multiple charter schools may temporarily loan state apportionment funds between schools, so long as the loan does not adversely affect the public school purposes of the charter school that loans the funds. However, the Foundation may not permanently transfer these funds between schools because each charter school must ultimately spend its designated allocation of state funding in a manner consistent with the Charter Schools Act, its charter petition, and other applicable laws and regulations.

We found the Foundation tracked and accounted for the loans between itself and its academies in the respective general ledgers and audited financial statements as intercompany receivables and payables. We refer to these receivables and payables as *loans*, reflecting the Foundation's stated intention that it and the academies would pay the transferred funds back. Table 7 shows each academy's annual loan totals due to and due from the Foundation for fiscal year 2011-12 through March 2015. According to the

Foundation's CFO, payables and receivables do not match on a transaction-by-transaction basis because all transfers between academies were done through the Foundation. He explained that the Foundation decided the amount to transfer to and from academies as separate transactions, and in most instances the repayments included various transactions based on cash availability. According to the Foundation's accounting manual, the Foundation allows these types of loans if an academy cannot meet its required fund reserve amount and the Foundation or another academy has surplus funds.

Table 7
Loans Between the Magnolia Educational and Research Foundation (Foundation) and Its Charter Schools

ENTITY	FISCAL YEAR 2011-12		FISCAL YEAR 2012-13		FISCAL YEAR 2013-14		FISCAL YEAR 2014-15 AS OF MARCH 2015	
	FUNDS DUE TO FOUNDATION	FUNDS DUE FROM FOUNDATION	FUNDS DUE TO FOUNDATION	FUNDS DUE FROM FOUNDATION	FUNDS DUE TO FOUNDATION	FUNDS DUE FROM FOUNDATION	FUNDS DUE TO FOUNDATION	FUNDS DUE FROM FOUNDATION
Magnolia Science Academy (Academy) 1		\$793,509		\$1,171,976				
Academy 2		111,877		198,169		\$123,169		
Academy 3		376,000		299,700		224,700		
Academy 4	(\$5,000)			15,000				
Academy 5		337,754		458,154		350,000		
Academy 6	(188,000)		(\$186,100)		(\$294,100)		(\$294,100)	
Academy 7	(427,550)		(358,150)					
Academy 8		1,166,770		1,533,477		868,481		
Academy San Diego	(419,100)		(106,600)					
Academy Santa Clara	(106,594)		(121,444)					
Pacific Technology School Orangevale*	(111,500)		(17,500)					
Academy Santa Ana†	(444,000)		(26,000)					
Foundation	(1,701,744)	2,785,910	(815,794)	3,676,476	(294,100)	1,566,350	(294,100)	
Net of due to and due from the Foundation	\$1,084,166		\$2,860,682		\$1,272,250		(\$294,100)	

Sources: The Foundation's general ledgers for fiscal years 2011-12 through 2013-14.

* Pacific Technology School Orangevale was closed effective June 30, 2013; therefore, the school did not have financial information for fiscal year 2013-14. Using the Foundation's general ledger for fiscal year 2013-14, we found that the school had reduced its intercompany receivable balance to zero during the year.

† Academy Santa Ana was rechartered in 2014 and changed its name from Pacific Technology School Santa Ana.

The Foundation owed cash to several of its schools at the end of each fiscal year from 2011-12 through 2013-14, ranging from approximately \$1 million to almost \$2.9 million. However, because the Foundation experienced significant staff turnover during our audit period, its management was unable to explain why the

Foundation had not returned the excess funds to its academies. Specifically, the CFO—who started with the Foundation in November 2014—stated that he was not able to provide information about why the Foundation retained the funds. In July 2014—the same month that the Foundation responded to LAUSD’s rescinding of the conditional charter petition renewals for academies 6 and 7 as described in the Introduction—the Foundation paid back all of the cash it owed to the academies. As of March 2015 the only outstanding loan was from the Foundation to Academy 6 for \$294,100. According to the CFO, the Foundation’s board approved a repayment plan for this loan in March 2015. According to this plan, Academy 6 will reimburse roughly half of the balance it owes the Foundation at the end of fiscal year 2014–15 and make monthly payments throughout fiscal year 2015–16 for the remaining balance.

Although the Foundation accounted for these intercompany loans as transactions in the applicable general ledgers, we confirmed with its CFO that the Foundation did not document them with loan agreements. According to the CFO, the Foundation considers itself and all academies as one entity, similar to an agency with multiple departments. As a result, the Foundation’s external auditor concluded that executing loan agreements to document these transfers was unnecessary because an organization cannot contract with itself. However, we do not agree that the Foundation and its academies should be considered one entity under charter school law for the purposes of lending funds between academies. Had the Foundation documented the details of these loans, such as repayment terms and interest rates, it could have more easily demonstrated that the loans were a temporary means to offset cash-flow troubles at certain schools.

We do not agree that the Foundation and its academies should be considered one entity under charter school law for the purposes of lending funds between academies.

As we previously described, temporary loans of state apportionment funds may be permissible so long as the loan does not adversely affect the public school purposes of the charter school that loans the funds. According to the Foundation’s CFO, the lending academies had excess funds; therefore, the loans did not negatively impact their ability to serve students or meet the requirements of their approved charter petitions. The principal of Academy 8, which provided a significant portion of these loans, confirmed that these loans did not impact his academy’s budgeted spending. To determine whether making such loans had a negative effect on academies’ spending, we reviewed loan activity and academy spending during fiscal years 2011–12 through 2013–14 for five academies that loaned money to the Foundation. We found eight separate instances during those three fiscal years in which the Foundation borrowed funds from the five academies. In five of these eight instances, each academy’s total spending and spending per pupil increased despite the loans they made. In another instance, Academy 2’s total spending increased from \$2.4 million to \$2.5 million in fiscal year 2012–13, but its

spending per pupil decreased because its enrollment increased. However, the academy's loan to the Foundation that year of \$86,000 would have had little to no effect on this trend.

In the remaining two instances, academies 1 and 5 saw their total and per-pupil spending decline in fiscal year 2012–13, the same year they loaned funds to the Foundation. However, Academy 1's previous year's spending per pupil was nearly \$8,900, the highest per-pupil spending we observed among the academies that loaned funds. Although Academy 1's per-pupil spending decreased to \$8,100 in fiscal year 2012–13—the year that it loaned \$378,000 to the Foundation—it still spent much more per student than the average of the other academies that loaned funds. Academy 5 loaned \$172,000 to the Foundation in fiscal year 2011–12 but still saw its per-pupil spending rise from \$7,600 to nearly \$8,800. However, it experienced a corresponding decline in per-pupil spending to \$7,500 in fiscal year 2012–13, the same year it loaned another \$120,000 to the Foundation. Nonetheless, the overall pattern we observed was that the loans to the Foundation from the academies generally had little to no effect on those academies' total or per-pupil spending.

Despite maintaining that no academy was harmed by the past transfer of funds, the Foundation management recognizes the necessity for increased transparency and oversight of the transfer process. In its annual site reviews of the academies in fiscal years 2012–13 and 2013–14, the LAUSD's Charter School Division (division) recommended that the board of directors that governs the Foundation and its schools (governing board) approve loan transactions in advance and document the terms of the transfers in its meeting minutes. In March 2014 the Foundation updated its policies and procedures to require its governing board's approval and documentation of payment schedules and interest for intercompany transfers. Further, according to the CFO and the documentation we reviewed, the Foundation created a finance committee in December 2014 to improve transparency and oversight by reviewing its budget and the academies' budgets, making budget recommendations, monitoring implementation of budgets, and recommending appropriate policies for the management of the Foundation's assets. Based on our review of its general ledger as of March 2015, the Foundation does not owe any funds to the academies.

The Foundation Did Not Always Charge the Academies Its Full Administration Fee for the Support It Provides

The Foundation provides a number of services to the academies, but it did not always charge the academies its full CMO fee intended to cover the costs of those services. Applicable charter school law does not explicitly require a description of CMO fees within schools'

The overall pattern we observed was that the loans to the Foundation from the academies generally had little to no effect on those academies' total or per-pupil spending.

charters and provides little guidance to CMOs regarding the appropriate rates they may charge to charter schools they manage. In fact, we found no criteria specifically in the laws governing charter schools that addresses the amount of CMO fees paid by a charter school. We reviewed each academy's current charter petitions and found only three that state that the academies will pay 11 percent of their revenues each year to the Foundation. The charter petitions for the remaining academies do not indicate a CMO fee. However, the Foundation's governing board approved an increase of its CMO fee from 8.5 percent to 11 percent for school year 2010–11. According to the Foundation's former budget analyst, the Foundation calculated each academy's CMO fee based on its preliminary budget, then adjusted the fee to reflect average daily attendance figures.

The Foundation did not always charge the academies their full CMO fees for the business and academic support it provided. Each academy's charter petition states that the Foundation will support it by overseeing its operations to ensure compliance with the charter agreements; providing curriculum development; and performing business services such as payroll, purchasing, and human resources. Additionally, the Foundation provides oversight of academy principals who have the ability to make purchasing and hiring decisions for their academies. Because the Foundation does not directly receive federal or state funding to pay for these services, its management fees comprise the majority of its revenue. However, the Foundation did not collect over \$520,000 in management fees from the four academies we reviewed—academies 5, 8, Santa Clara, and San Diego—during fiscal years 2011–12 through 2013–14—that it would have received using the 11 percent CMO fee its governing board approved.

As previously discussed, the Foundation management views itself and the academies it operates as a single entity because it has one board of directors and one taxpayer identification number. As such, staff at the Foundation indicated to us that it may have reduced or waived an academy's CMO fees if the academy was having financial difficulties. However, we found that the Foundation's overall process for recording CMO fees during our audit period was inconsistent and sometimes resulted in accounting errors. For example, the general ledgers of the academies did not always agree with the general ledger of the Foundation. Specifically, Academy Santa Clara's general ledger showed that that academy paid the Foundation about \$207,000 in CMO fees during school year 2011–12, yet the Foundation's general ledger indicated that the Foundation received only \$163,000 in CMO fees from Academy Santa Clara during that same school year. We asked for and received additional support from Foundation staff but we were unable to reconcile these differences, which we attribute to its

We found that the Foundation's overall process for recording CMO fees during our audit period was inconsistent and sometimes resulted in accounting errors.

lack of procedures for calculating and recording CMO fees before January 2015. Retroactively effective to July 1, 2014, the Foundation implemented in January 2015 an updated methodology to charge the academies management fees. The Foundation based this new methodology on an attendance-tier model that considers each academy's operational thresholds and break-even costs rather than charging them a flat 11 percent of their revenues, as it did during our audit period. This new fee structure appears to be reasonable, provided the Foundation applies it correctly and consistently moving forward.

Recommendations

Consistent with their charter petition terms, the Foundation should ensure that each academy maintains the minimum required cash reserve.

To ensure the CMO fees it charges to its academies are accurate, the Foundation should develop procedures to ensure that CMO fees are accurately calculated and recorded, including performing regular reconciliations of the CMO fees recorded in the Foundation's and academies' general ledgers.

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Chapter 2

WEAKNESSES IN SOME OF THE MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION'S FINANCIAL AND MANAGEMENT PROCESSES COULD LEAD TO INAPPROPRIATE EXPENDITURES

Chapter Summary

The Magnolia Educational and Research Foundation (Foundation) and Magnolia Science Academies (academies) engaged in a budget development process that provides some assurance that they budgeted state funds for appropriate activities. However, the Foundation staff could better monitor academy spending to ensure that it aligns with academy budgets. Although our audit did not identify any misappropriation of state funds, we found a general lack of authorization and support for both Foundation and academy expenditures and consequently the Foundation was unable to demonstrate that some transactions we reviewed were for educational purposes and not for private benefit. For example, the Foundation spent \$2,120 in fiscal year 2012–13 for a cabin rental but other than an agenda for a training program that occurred on the same dates as the rental, it could not provide documentation demonstrating, for instance, that the location of the training was at or near the cabin rental or what employees attended the event.

We also identified certain deficiencies that caused us to conclude that the Foundation needs to improve its financial and management processes, which it appears to be doing. For example, the Foundation has not established who within its organization can sign agreements with vendors to provide goods and services. Additionally, its historical ties to one vendor—the Accord Institute for Educational Research (Accord)—caused us concern regarding the Foundation's independence from Accord. Further, although the Foundation's expenditures related to its employment of citizens from outside the United States appeared lawful and appropriate, we noted that it did not always provide required notifications to the U.S. Department of Homeland Security of changes in noncitizen employment. We also reviewed the Foundation's payroll process and identified a lack of policies and procedures outlining the roles and responsibilities of it and of the academies for collecting and reporting the academies' payroll information. We noted that Foundation staff made several adjustments to the academies' payroll data that staff were eventually able to explain, but without a more formalized process, the Foundation risks processing payroll information incorrectly. Further, the Foundation and academies could strengthen their controls over fundraising activities by following the procedures that their accounting manual outlines,

The Foundation needs to strengthen its process for monitoring academy spending and individual expenditures.

such as ensuring the timely deposit of fundraising proceeds to ensure that cash is not lost or stolen. Finally, we found that academy staff grossly underreported truancy data to the California Department of Education (Education). Although misleading, such underreporting had no effect on the funding allocations from Education the academies received.

Although It Appears to Have Budgeted State Funds Appropriately, the Foundation Has Not Consistently Monitored the Academies' Spending

The Foundation and its academies described a budget process that appeared to ensure that their spending plans budgeted state funds appropriately, but the Foundation needs to strengthen its process for monitoring academy spending and individual expenditures. Specifically, during our audit period, Foundation staff worked with staff at the academies to develop academy budgets that considered their previous year's spending, the budget year's spending needs, potential revenue sources, and restrictions related to certain funding. However, Foundation staff could not provide evidence that they consistently followed Foundation policies requiring them to provide the academies with the information necessary to monitor their spending compared with their approved budgets. We found that the Foundation and its academies could not consistently demonstrate that their purchases aligned with their educational missions. Because they did not follow their own procedures or properly authorize and document expenditures, the Foundation and academies cannot ensure that they used their funds only for public benefit.

Although the Foundation Followed a Reasonable Process for Developing the Academies' Budgets, It Did Not Adequately Monitor Their Spending

The Foundation and its academies engaged in a budget development process that provided some assurance that they budgeted state funds for appropriate activities. State law requires charter schools, such as the academies, to submit budgets to their chartering authority annually. To fulfill this requirement, the Foundation assigns academy principals and their respective staffs primary responsibility for budget preparation. We spoke with three academy principals to understand how they prepared their academy budget and they all described a similar process, including reviewing the prior year's budget information; identifying their spending priorities for the upcoming year; and soliciting input from teachers, parents, and Foundation staff. The principals also indicated that they worked with Foundation accounting staff to identify potential revenue sources. Furthermore, they stated that they reviewed their budgets with Foundation leadership and

presented their final budgets to the Foundation's governing board for approval. Because it included input from various sources, reviews, and approvals, the budget process the principals described appears rigorous enough to ensure that the academies appropriately budgeted state funds.

Despite the collaborative budget development process that the Foundation and academies stated they used, the Foundation was unable to demonstrate that it fulfilled certain responsibilities to monitor academy financial performance. Each academy's approved charter petition assigns the Foundation the responsibility for oversight of its respective budget. Consequently, Foundation policy requires that it prepare and distribute financial reports to the academies monthly, comparing their actual spending and revenues with the budgeted amounts. However, the Foundation could not provide us with these reports for two of the four academies we reviewed—San Diego and Santa Clara.

We asked the Foundation's new controller why the Foundation did not prepare or use these reports for all academies. After checking with her staff, she informed us that these reports were of limited usefulness as budget-monitoring tools because they did not contain sufficient detail related to revenues and spending. Based on our review of the reports for academies 5 and 8, we agree that the reports as prepared did not contain a sufficient level of detail about issues such as which expenditures were tied to restricted revenues. The Foundation's accounting staff explained that they monitored the academies' budgets by using a combination of financial statements, including cash-flow reports, balance sheets, and profit-and-loss statements. However, when we asked the Foundation's controller to provide us with copies of selected reports that staff used for budget monitoring, such as year-to-date cash-flow reports, she could not locate them, nor could she confirm that all accounting staff used these reports consistently and shared them with the academy principals.

In the absence of such reports, we question the degree of financial monitoring that the Foundation provides to the academies to ensure that principals adhere to their spending plans. Without consistent financial monitoring, the academies may not be able to adequately plan their spending to ensure that they have the necessary funding to provide educational resources to their students. We asked the Foundation's chief financial officer (CFO) and its controller whether they saw the lack of evidence of a consistent budget monitoring program as a problem, and they agreed that the Foundation should develop a more formalized process and they are planning to implement new budget monitoring procedures.

The Foundation was unable to demonstrate that it fulfilled certain responsibilities to monitor academy financial performance.

The Foundation and Academies Could Not Always Demonstrate That Particular Expenditures Supported Their Educational Mission

Although the Foundation has made improvements to its financial processes, such as the implementation of a new approval system for expenditures and an updated accounting manual, we found that its staff did not consistently follow certain policies and procedures contained within the accounting manual. As a result, the Foundation was unable to demonstrate that all of its expenditures and the academies' expenditures supported their respective educational mission. The Foundation's policies and procedures state that it must appropriately authorize and document all Foundation and academy expenditures. Furthermore, the Foundation is responsible for ensuring its adherence and the academies' adherence to federal and state law specifying that agencies must use public funds for public purposes—such as fulfilling the Foundation's and academies' educational mission—rather than for individuals' private benefit.

We reviewed the appropriateness of 225 expenditures—45 transactions by the Foundation and 45 transactions by each of the four academies we selected for review—that the Foundation processed during fiscal years 2011–12 through 2013–14.³ These 225 expenditures totaled \$682,243. We attempted to identify any misappropriated funds by reviewing the authorization and the support for each transaction. In many instances, we had to ask the Foundation staff for a further explanation and additional documentation for the expenditures we selected for testing. As indicated in Table 8, we found the Foundation had proper authorization and support for 69 of the expenditures, for a total of \$281,169. However, we identified 86 transactions that were not properly authorized and another 18 transactions that lacked sufficient supporting documentation for the expenditure. Finally, we found 52 transactions that lacked both sufficient support and authorization, for a total of \$103,827. Consequently, the Foundation was unable to prove to us that these 52 expenditures—some of which we describe in the following paragraphs—supported its educational mission. As indicated in Table 8, the Foundation and academies generally appeared to improve over the three fiscal years we reviewed in their documentation of support and authorization for expenses.

We identified 86 transactions that were not properly authorized, 18 transactions that lacked sufficient supporting documentation, and 52 transactions that lacked both sufficient support and authorization.

³ We judgmentally selected these expenditures based on their descriptions in the general ledger looking for items that were more likely to benefit an individual, such as travel, electronics, and meals.

Table 8
Summary of Tested Expenditures by the Magnolia Education and Research Foundation (Foundation) and Four Magnolia Science Academies From Fiscal Years 2011–12 Through 2013–14

ENTITY	FISCAL YEAR	TOTAL REVIEWED	PROPERLY SUPPORTED AND AUTHORIZED	PROPERLY SUPPORTED BUT LACKING AUTHORIZATION	PROPERLY AUTHORIZED BUT LACKING SUPPORT	NEITHER PROPERLY SUPPORTED NOR AUTHORIZED
Foundation						
	2011–12	15	2	3	2	8
	2012–13	15	2	5	0	8
	2013–14	15	5	5	3	2
	Subtotals	45	9	13	5	18
Magnolia Science Academy (Academy) 5						
	2011–12	15	5	6	1	3
	2012–13	15	7	6	1	1
	2013–14	15	14	0	0	1
	Subtotals	45	26	12	2	5
Academy 8						
	2011–12	15	4	6	0	5
	2012–13	15	6	6	2	1
	2013–14	15	10	4	0	1
	Subtotals	45	20	16	2	7
Academy Santa Clara						
	2011–12	15	1	6	2	6
	2012–13	15	1	6	3	5
	2013–14	15	7	6	1	1
	Subtotals	45	9	18	6	12
Academy San Diego						
	2011–12	15	2	10	0	3
	2012–13	15	0	9	2	4
	2013–14	15	3	8	1	3
	Subtotals	45	5	27	3	10
	Totals	225	69	86	18	52
	Total Dollar Amounts	\$682,243	\$281,169	\$224,343	\$72,903	\$103,827

Source: The California State Auditor's analysis of selected expenditures from the Foundation's and the academies' general ledgers and the supporting documentation for those expenditures.

The Foundation could only provide proper authorization and sufficient documentation supporting nine of its 45 expenditures that we reviewed, and it had proper supporting documentation but lacked authorization for another 13. Further, the Foundation was unable to demonstrate either clear authorization or sufficient support for 18 expenditures, which ranged in value from \$419 to \$6,000. The Foundation often recorded expenditures as food service supplies and

Without documentation that expenses were incurred for a public benefit or were necessary to provide services to the academies, we question their appropriateness.

included notes explaining that the expenses were for professional development activities; however, it did not clearly document how the expenses were tied to the professional development activities. For example, in fiscal year 2012–13, the Foundation spent \$1,609 at a restaurant and supported the expense with a receipt and handwritten note that the lunch was for professional development, along with an agenda of a professional activity. However, the Foundation did not document who attended the activity, where the activity was located, or why the Foundation paid for lunch at a training program run by another entity, leading us to question if the expense was necessary to support the Foundation’s mission or whether it was a private benefit for the attendees. Similarly, the Foundation spent \$2,120 in fiscal year 2012–13 for a summer retreat program for Foundation staff that it supported by providing us with an invoice for a cabin rental and an agenda for a training program that occurred on the same dates as the rental. However, the Foundation could not provide documentation demonstrating that the location of the training was at or near the cabin rental, nor was it able to give us a sign-in sheet of employees who attended the event. Without documentation that expenses were incurred for a public benefit or were necessary to provide services to the academies, we question their appropriateness.

We discovered similar problems with some of the expenditures made by the four academies we reviewed. For example, Academy 8 spent \$629 during fiscal year 2013–14 on catering for an event that it supported with only a handwritten note on the invoice that it was for a winter break holiday dinner with no explanation as to the educational purpose of the dinner. Additionally, the Academy Santa Clara paid \$1,370 to reimburse a parent in fiscal year 2011–12 for expenses that she reportedly incurred in purchasing multiple items for a school math competition, but the documentation the Foundation provided to us to support the reimbursement did not include a sufficient explanation for how the items purchased—including \$60 in jump ropes, \$168 in wristbands, and \$446 for pizza—were connected with the math competition. When we questioned the Foundation’s controller about this expenditure, she stated that the competition also served as an open house and advertisement for prospective students and parents. However, the purpose of this competition was not clearly described in the Foundation’s files.

Foundation officials agreed that some of the purchases needed better supporting documentation and evidence of approval. However, Foundation officials pointed out that many of the documents we requested would have been unnecessary at the time of the purchases because related facts, such as the purposes of particular events, conferences, or trainings, would have been well known to Foundation management at the time. Further, Foundation officials indicated that it was not their practice to retain

some documentation we requested, such as employee contracts to justify salary-related payments. Even so, they agreed that—as a best practice—they should have retained the level of documentation we requested. The Foundation officials added that in the past they often relied on verbal approvals, but they agreed that documented authorization would have better demonstrated that their expenses support their educational mission.

We understand that the Foundation—as a relatively small organization with fiscal processes that are still in development—may have been comfortable with verbal approval of expenditures and may not have felt the need for certain types of support. However, these controls are critical in demonstrating that its expenditures are authorized and proper. The Foundation often had some support for their expenditures (for example, receipts, invoices, copies of paychecks), but the purpose of the expenditures was frequently not documented. Although we did not identify any misappropriated funds, the Foundation will continue to have difficulty demonstrating that its transactions and the academies' transactions serve a public benefit without an established procedure for documenting the purpose and prior approval of expenditures.

The Foundation's Policy of Allowing Principals to Obtain Verbal Preauthorization for Some Purchases Could Lead to Misuse

The Foundation allows academy principals to make purchases for their academies using Foundation-issued debit cards, but it should strengthen its policy to ensure that principals do not overuse or misuse these debit cards. As described in its accounting manual, the Foundation adopted a policy of providing debit cards to authorized staff—including academy principals—to facilitate purchases in lieu of using petty cash. The Foundation's procedures require its cardholders to obtain either written or verbal preauthorization from the Foundation's CFO before making purchases over \$500. However, the Foundation should revise its policy so that it allows only written preauthorizations for such purchases because we found that academy principals rarely received written preauthorization, creating a potential for misuse.

We reviewed five debit card transactions for amounts over \$500 from each of four academies during fiscal years 2011–12 through 2013–14 to determine if the Foundation could demonstrate that each transaction was preauthorized and supported. However, the Foundation—which maintains the documentation and authorization for these purchases—was unable to demonstrate that it preauthorized 19 of the 20 transactions we reviewed, as shown in Table 9 on the following page. According to the Foundation's CFO and its controller, the Foundation relied heavily on verbal

The Foundation was unable to demonstrate that it preauthorized 19 of the 20 debit card transactions we reviewed.

approvals because the accounting policy allows them. However, the Foundation's reliance on verbal preauthorizations may have at least partially led academy principals to use the debit cards for purchases that could have been made using purchasing mechanisms with better financial controls. Specifically, we found that none of the 19 transactions that lacked evidence of authorization met the guidelines in the Foundation's accounting manual for appropriate debit-card use. For example, the Foundation's accounting manual allows principals to use debit cards when retailers do not accept checks or purchase orders, and yet we identified five debit-card transactions that principals made at retailers such as Best Buy, Wal-Mart, Home Depot, and Amazon, which accept checks or purchase orders.

Table 9
Summary of Debit-Card Transactions by Four Magnolia Science Academies
Fiscal Years 2011–12 Through 2013–14

ENTITY	TOTAL REVIEWED	PROPERLY SUPPORTED AND AUTHORIZED	PROPERLY SUPPORTED BUT LACKING AUTHORIZATION	NEITHER PROPERLY SUPPORTED NOR AUTHORIZED
Magnolia Science Academy (Academy) 5	5	1	3	1
Academy 8	5	0	4	1
Academy Santa Clara	5	0	3	2
Academy San Diego	5	0	1	4
Totals	20	1	11	8
Total dollar amounts	\$17,554	\$1,765	\$8,268	\$7,521

Sources: The California State Auditor's analysis of selected debit card transactions from the Magnolia Education and Research Foundation's and the academies' general ledgers and the supporting documentation for those expenditures.

Moreover, although the Foundation's accounting manual allows cardholders to use debit cards for travel costs, it requires cardholders to plan activities and travel requests far enough in advance to avoid using debit cards. Nonetheless, five of the 19 transactions by principals that we reviewed were for hotel reservations or field trips. For example, the principal of Academy Santa Clara charged \$600 to a debit card for a field trip to a marine mammal center. However, the Foundation provided us with an invoice for this field trip that was dated more than a month before the purchase. We believe that a month allowed sufficient time for the principal to handle the purchase through the Foundation's normal purchase-order process rather than by using his debit card. The Foundation's current CFO and its controller agreed that requiring written preauthorization is a good control over purchases.

To improve its controls over expenditures, the Foundation began using a system called CoolSIS in 2011 to process purchase orders electronically, including obtaining approvals before making purchases and providing justifications for expenditures. This process creates a document trail that can provide evidence of the appropriateness of the transactions and could reduce the risk of misappropriation. However, some of the more recent transactions we reviewed—which the Foundation should have performed under the new system—were still missing supporting documentation, leading us to conclude that the Foundation needs to further strengthen its system by linking the approval and justification for a purchase to its supporting documentation once the purchase is made. After we expressed our concerns to the Foundation’s management, they informed us that the system does not always link supporting documentation to specific purchases by a single identifier, such as a purchase order number. However, the Foundation’s CFO and its controller plan to implement such a process to ensure that they can readily access supporting documentation.

Some of the more recent transactions we reviewed—which the Foundation should have performed under the new system—were still missing supporting documentation.

The Foundation Could Strengthen Its Process for Approving Vendor Agreements

Although we generally found that the vendor agreements of the Foundation and the academies included pricing structures and descriptions of services to be provided, the Foundation’s process for approving vendor agreements lacks a key control. According to the Foundation’s former budget analyst, the Foundation is responsible for maintaining all vendor agreements, including those that it enters into on behalf of the academies.⁴ However, the Foundation’s accounting manual does not contain guidance on which positions at the Foundation and academies have the authority to enter into or sign vendor agreements. The purchasing manager at the Foundation informed us that he tries to get the Foundation chief executive officer’s (CEO) signature on all vendor agreements, but stated that other Foundation employees, such as the chief operating officer, have signed agreements in the past. He also stated that the responsibility for ensuring vendor compliance with the terms of the agreements rests with either the academy principal or the contract’s originator and approver.

During our review of 35 vendor agreements—15 at the Foundation and five at each of the four academies we reviewed—we generally found that the agreements included information that we expected,

⁴ In December 2014 the budget analyst left, and the Foundation hired a controller, which was a new position.

including that a representative from the Foundation or the academies signed them, that the agreements clearly described the services to be provided by the vendors, and that the agreements listed a clear pricing structure. Although a Foundation official signed each vendor agreement we reviewed, we could not determine if the person signing the agreement possessed adequate authority because the Foundation has not established this type of control within its contracting process. Of the 35 agreements we reviewed, only one did not include a pricing structure. Although it did not include a pricing structure, the agreement was for school uniforms and the vendor's website included pricing for the apparel they sell.

During our review, we examined contracts between the Foundation and Accord for the former to provide curriculum development and training, as well as administrative services, such as accounting, fiscal planning, and grants management. Although the Foundation and Accord are separate nonprofit entities, we found several instances that demonstrated the close relationship the Foundation had with Accord. For example, the Foundation and Accord were both on the same lease for office space during our audit period. According to the Foundation's chief administrative officer, the entities shared office space for cost-saving purposes. Further, Accord provided a \$30,000 interest-free loan to the Foundation in April 2012, which the Foundation repaid later that month.

Additionally, the Foundation's former CEO helped found Accord and later served as Accord's CEO after his work at the Foundation. According to the Foundation's chief administrative officer, the Foundation's board of directors and officers were separate at the time Accord was founded. In 2009 one of Accord's founders joined the Foundation to serve as its CEO; while in that capacity he signed the 2011-12 agreement between the Foundation and Accord for over \$700,000. He then left the Foundation at the end of fiscal year 2011-12 and joined Accord as its CEO until April 2015. The Foundation's conflict-of-interest code prohibits designated employees from making decisions that they know or have reason to know will have a material effect on their personal finances. However, the former CEO did not start working for Accord until after the one-year agreement he signed was no longer in effect. Therefore, although the former CEO's involvement in the Accord contract may raise questions, we did not find any evidence that his approval of the contract violated state law. However, the Foundation's accounting manual instructs employees to be aware of the "appearance" of improper dealings and states that anything less than completely removing themselves from certain transactions may give the appearance that some form of favoritism or improper dealing may have occurred.

In another example of the Foundation's close relationship with Accord, we identified a payment to reimburse the Foundation's purchasing manager during our review of payments related to the hiring of employees from outside the United States, which we discuss in the next section. Specifically, the Foundation's purchasing manager requested and received reimbursement for payment of \$980 for four credentialing evaluations at a cost of \$245 each. However, upon further investigation, the Foundation's chief administrative officer discovered that an Accord employee had paid for the four evaluations on his personal credit card in order to expedite their receipt, which, according to the chief administrative officer, was verbally approved by the former chief financial officer (former CFO) and, therefore, the Foundation had no evidence of it. The former CFO asked the purchasing manager to submit an electronic request for reimbursement, which the former CFO then approved. The purchasing manager cashed the \$980 reimbursement check and gave the cash to the former CFO, who then gave it to the Accord employee. As a result of this flawed process, we initiated a further review of immigration transactions involving the same personnel and found nothing that raised concern. Regardless, these activities suggest insufficient separation between the Foundation and Accord staff, which could lead to a lack of transparency and the potential for abuse.

These activities suggest insufficient separation between the Foundation and Accord staff, which could lead to a lack of transparency and the potential for abuse.

According to the Foundation's chief administrative officer, representatives of the boards of several charter schools, including the Foundation, founded Accord to build upon and improve the academic model that the Foundation had initially developed. The Foundation's chief administrative officer stated that Accord's goal was to provide its academic model and other services to interested schools. He believes the Foundation would have had great difficulty in creating its educational program on its own, and it was only able to gain the economies of scale necessary to create its program by pooling with other charter schools through Accord. He further stated that the Foundation's relationship with Accord was not more formal because the nonprofit organizations' respective staffs had worked together since Accord's inception and both entities shared the same mission and focus. Although this explanation identifies some of the reasons for the close relationship between the Foundation and Accord, the Foundation's management should establish procedures to ensure that its relationships with its vendors do not lack, or appear to lack, an appropriate level of independence.

On January 29, 2015, the Foundation notified Accord that it would not renew its contractual agreements effective July 1, 2015. According to the Foundation's chief administrative officer, the Foundation's management felt it needed to step back and assess its relationship with Accord in part because of concerns the Los Angeles Unified School District (LAUSD) expressed and in part

The Foundation agreed to terminate its contract with Accord and to not enter into contracts with it in the future related to the academies that are authorized by LAUSD.

because of its review of its contract with Accord. However, as we discuss further in Chapter 3, the Foundation agreed to terminate its contract with Accord and to not enter into contracts with it in the future related to the academies that are authorized by LAUSD.

The Foundation Paid Legal and Visa Expenses for Employees It Hired From Outside the United States and Paid for Fingerprinting and Background Checks for All Its Employees

During our audit period, the Foundation hired a number of employees who were not citizens of the United States (noncitizens) to fill positions that it typically found difficult to staff. According to its human resource specialist, the Foundation has had difficulty in the past finding qualified teachers—math and science teachers in particular—but did not actively recruit job candidates from outside the United States. Rather, she explained that applicants contacted the Foundation to inquire about and apply for vacant positions. If the Foundation hires employees who are noncitizens, the United States Citizenship and Immigration Service (Immigration) requires the Foundation to submit a petition, supporting documentation, and related filing fees. To ensure compliance during this process, the Foundation paid legal and visa document fees for its sponsored employees and sometimes for their dependent spouses and children. We found that the Foundation hired these employees primarily using temporary visas and it sometimes assisted in petitioning for their permanent visa status.

The particular type of temporary visa the Foundation primarily used is for professional workers in specialty occupations—including teachers of grades kindergarten through 12—and requires a minimum of a bachelor's degree or equivalent. These visas are valid for three years, although the sponsoring entity can petition for a three-year extension. When the Foundation decided to hire a noncitizen employee, it initiated the sponsorship process by enlisting attorneys and consultants to file the required labor condition application from the U.S. Department of Labor, to file a petition with Immigration, and to provide evidence of a specialty occupation and the applicant's eligibility. However, the Foundation could withdraw from the sponsorship process at any time. According to the Foundation's chief administrative officer, the Foundation may terminate the process for reasons such as the following: the prospective employee requests its termination, the process takes several months and therefore significantly delays hiring, or the prospective employee fails to qualify for a California Teaching Credential. Additionally, Immigration can deem an applicant inadmissible for various reasons, including poor health, ineligibility, or failure to meet documentation requirements.

Therefore, the Foundation did not always complete the sponsorship process, resulting at times in expenses that did not lead to the employment of noncitizens.

As a result of its hiring process, the Foundation made a number of payments to the California Department of Justice (Justice), the U.S. Department of Homeland Security (Homeland Security), and attorneys or consultants during fiscal years 2011–12 through 2013–14. As shown in Table 10, the Foundation paid \$39,770 to Homeland Security and \$58,847 to attorneys and consultants during this period. These payments were primarily for fee filing, document preparation, and educational equivalency evaluations to ensure that noncitizen candidates' educational degrees were equivalent to the degrees their prospective jobs required. The Foundation also paid \$28,381 during fiscal years 2011–12 through 2013–14 to Justice; interviews with staff and Foundation documentation indicate that this amount was for required fingerprinting and background checks for all its credentialed or certified employees, regardless of their citizenship status. According to the Foundation's controller, the Foundation uses charter management organization fees to pay for all its expenses, including fees for sponsored employees. Given that the Foundation opted to hire employees who were not citizens of the United States, paying for their sponsorship-related fees and required fingerprinting appears reasonable. In fact, other schools pay for employee fingerprinting regardless of citizenship issues and it is Foundation policy to fingerprint every prospective employee who would have contact with students.

As a result of its hiring process, the Foundation made a number of payments to Justice, Homeland Security, and attorneys or consultants during fiscal years 2011–12 through 2013–14.

Table 10

Magnolia Education and Research Foundation's Payments to the U.S. Department of Homeland Security, Immigration Attorneys and Consultants, and the California Department of Justice

	FISCAL YEAR			TOTAL
	2011-12	2012-13	2013-14	
U.S. Department of Homeland Security	\$20,990	\$15,825	\$2,955	\$39,770
Immigration attorneys and consultants	26,236	24,076	8,535	58,847
California Department of Justice	9,608	9,837	8,936	28,381
Total payments	\$56,834	\$49,738	\$20,426	\$126,998

Source: The Magnolia Education and Research Foundation's (Foundation) general ledgers for fiscal years 2011–12 through 2013–14.

Note: We reviewed the Foundation's general ledgers and only included those transactions it identified as immigration attorneys and consultants. To better ensure completeness, we also confirmed with the Foundation's staff a list of attorneys and consultants the Foundation used to provide temporary visa or other immigration-related expenses.

Employees hired from outside the United States represented a relatively small percentage of the Foundation's and academies' total workforce during our audit period, and their length of employment was consistent with the terms of temporary visas. From fiscal years 2011–12 through 2013–14, the Foundation initiated sponsorships for 90 temporary or permanent visas, and it employed 66 of the candidates it sponsored. As of December 2014 only 29 of the Foundation's and academies' 352 total employees were from outside the United States—18 on permanent visas and 11 on temporary visas. The average length of employment for current employees on temporary or permanent visas was 4.5 years, with past employees averaging 2.7 years. In fact, the Foundation employed only nine of its noncitizen employees for less than one year and only four for less than six months.

Although the percentage of employees it hired from outside the United States was relatively small compared to its total workforce, we found in the course of our review that the Foundation did not always notify Homeland Security when its sponsored employees voluntarily or involuntarily terminated employment. Federal law requires employers to notify Homeland Security immediately of any material change in employment that would affect eligibility for the visa. However, when we reviewed the contents of several selected employment files to determine how well the Foundation maintained them, we found two instances in which the Foundation failed to promptly notify Homeland Security of the termination of its sponsored employees' employment—one notification was delayed by nine months and the other by 18 months.

We believe the Foundation's lack of clear policies and procedures related to sponsored temporary employees led to these errors. As a result, the Foundation may have made additional errors in meeting timelines, reporting, and other federal requirements, impeding Homeland Security's ability to accurately track the Foundation's former noncitizen employees. According to the chief administrative officer, the Foundation relied heavily on contracted attorneys to handle petitions for the initial sponsorships; however, the Foundation recently became aware of several instances in which it failed to meet notification requirements regarding material changes in employment. He further stated that the Foundation is in the initial stages of hiring a personnel manager and outsourcing some of its personnel administration functions to an independent provider to assist it in centralizing and overseeing its many human resources functions to eliminate such errors in the future.

The Foundation Has Not Ensured That It Accurately Collects and Reports Payroll Data

Although an outside vendor processes the Foundation's payroll, its process for collecting and reviewing the payroll data it submits to the vendor has not adequately ensured the information's accuracy. The academies' charter petitions indicate that the Foundation is responsible for business operations support, including oversight of payroll. However, the Foundation's policies and procedures do not document the specific steps it should follow at each stage of the payroll process or outline the responsibilities of each employee involved in the process.

The payroll manager acknowledged that the Foundation has not formalized its payroll review process or documented the procedures it performs. According to the Foundation's payroll manager, academy principals are responsible for ensuring that they accurately track their employees' time. The payroll manager stated that he sends spreadsheets to principals—generally monthly—which the principals use to record employee absences, hours worked, and notes. The principals then return the spreadsheets to the payroll manager, who checks part-time employee hours for reasonableness, reviews employee absences, and makes any necessary changes based on the principals' notes, such as adjustments for employees who began or ended employment during the pay period. The chief financial officer (CFO) then reviews the payroll information before sending it to the payroll vendor. Although this process appears reasonable, the Foundation has not formalized these steps. Without a more formalized process, the Foundation risks processing the payroll information incorrectly and not having the support necessary to correct errors.

During our review of payroll data, we examined the salary data of 80 academy employees to determine if the Foundation accurately reported to the payroll vendor the information that the academy principals submitted. We found 16 instances where the payroll information that academy principals sent to the Foundation did not agree with the payroll information the Foundation sent to its payroll vendor. Although Foundation staff were eventually able to provide documentation or explain these differences and thereby provide assurance that these payroll transactions were accurate, the initial documentation the Foundation provided did not clearly show why such changes were made. For example, according to payroll documents we reviewed, the principal at Academy 5 reported to the Foundation that one of its employees should be paid \$3,800, but the Foundation reported to the payroll vendor a salary of slightly more than \$4,100 for that same employee. Although not included in the payroll documentation we reviewed, once we questioned the difference in pay, the Foundation provided us with a letter from

We found 16 instances where payroll information that academy principals sent to the Foundation did not agree with the payroll information the Foundation sent to its payroll vendor.

the academy principal to the employee indicating a raise that was included in the salary the Foundation submitted to the vendor. This gives us assurance that the payroll for this employee was accurate, but it causes us to question the academy principals' process for submitting payroll and the Foundation's process for documenting its review of payroll.

The payroll manager informed us that because he had access to employee records, he was able to identify these differences—most ranging from a few dollars to a few hundred dollars—during his and the CFO's reviews of principals' payroll submissions and make any corrections before sending this information to the payroll vendor. According to the Foundation's payroll manager, these differences were generally caused by principals submitting out-of-date salary information to the Foundation—which can happen because the payroll manager does not always send updated spreadsheets to the principals. Nonetheless, we believe the payroll manager should document the review process he performs and should inform principals when their salary information is out of date to ensure that the Foundation does not inadvertently report incorrect information to the vendor that processes its payroll.

Although the payroll manager indicated that both he and the CFO review the principals' payroll submissions, we found no evidence of their review in the form of sign-offs on the changes the Foundation made to the payroll data that the principals submitted. The Foundation informed us that in the past its practice was for the former CFO to review and verbally approve the submission of payroll information to the payroll vendor. However, because the former CFO did not document his review in writing, the Foundation was unable to support the assertion that he approved any changes the Foundation made to the data. To strengthen the Foundation's controls over its reporting of payroll data to its vendor, the Foundation's current CFO informed us he has approved a new set of desk procedures to document each step in the payroll process and require written authorization at each stage.

Academy Staff Do Not Always Follow the Foundation's Policies and Procedures Regarding Fundraising Activities

Academy staff do not always follow the Foundation's policies and procedures regarding fundraising, which creates a risk that funds may be lost or stolen. Although the Foundation does not directly engage in fundraising, its accounting manual describes certain controls that the academies should implement when fundraising. These controls include safeguarding cash in locking cash boxes, limiting access to cash boxes, having multiple staff count cash, verifying cash count and including verification signatures, and

making timely bank deposits. The accounting manual further states that academies should submit their deposit documentation to the Foundation after depositing cash in the bank. According to the Foundation's controller, school site accountants are supposed to track each fundraiser's revenues and expenditures by grouping it into a fundraising category, such as an academy's 8th grade class category or an athletic group category.

However, our review found that the academies did not consistently follow the Foundation's policies. During our audit period, the four academies we selected for review made 568 deposits from fundraising activities. These deposits averaged roughly \$700, for a total of nearly \$397,000. When we reviewed the supporting documentation for 12 fundraisers—three at each academy we selected—we found that four academies did not provide the appropriate number of signature verifications on seven of the 12 cash-count forms we reviewed. We also found four instances in which academy staff did not deposit cash receipts that were greater than \$1,000 on the same day, as the Foundation's accounting manual requires. For example, staff at Academy 8 did not deposit \$4,803 in fundraising proceeds for almost two months after the fundraising date. These delays create the potential for the loss or theft of cash. According to the Foundation's current CFO, the fundraising issues we found at the academies were likely because of their staff's lack of familiarity with the Foundation's policies and procedures. He provided us documentation demonstrating that the Foundation held a March 2015 training with the academy and Foundation staff regarding fundraising policies and procedures.

We also found that six of the 12 fundraisers we reviewed did not generate revenues sufficient to cover their expenses. For example, Academy San Diego held a carnival for students in June 2012 that cost \$4,200. Although students paid to attend this carnival, it only raised \$1,048. According to the Foundation's controller, when an academy fundraiser does not cover expenses, the shortfall comes from general purpose or unrestricted funds. The controller provided us accounting reports demonstrating that each of the four academies we selected made a net profit from fundraising activities from fiscal years 2011–12 through 2013–14.

Although the Foundation does not engage in fundraising activities, it received two large cash donations during the period we reviewed. Specifically, in November 2012 the Foundation received \$39,400 from one of its former employees, who became the principal of Academy Santa Clara three months later. Although the check's memo field calls this payment a loan, the principal told us that his payment was a donation and that he did not expect the Foundation to pay him back. The Foundation also received a total of \$700,000 from a local business person as a donation during October and

We found four instances in which academy staff did not deposit cash receipts that were greater than \$1,000 on the same day, as the Foundation's accounting manual requires.

November 2013. Although the documentation for both of these donations was limited, we found no indication that the donors placed wishes or restrictions on the Foundation, nor did we find that the Foundation made any significant purchases from businesses that were related to these donors. We, therefore, have no basis to question them.

The Academies Did Not Correctly Report Truant Students to Education

Academy staff underreported information to Education regarding the number of their truant students. In summary, state law defines a *truant student* as a student who is absent from school for more than 30 minutes three or more times without a valid excuse in a school year. In California, Education requires every school to report the number of students who were truant through its yearly California Basic Educational Data System (basic data system). According to the Foundation's executive office manager, each academy submits its basic data system reports directly to Education.

Although the Foundation's attendance policy appropriately defines excused and unexcused absences, the academies implementing that policy have not fully reported their truant students.

Although the Foundation's attendance policy appropriately defines excused and unexcused absences, the academies implementing that policy have not fully reported their truant students. According to the Foundation's executive office manager, who is responsible for attendance reporting, when students are absent, academy office managers call their parents; if the parents are unaware of the students' absences, the office managers note on the students' records that the absences are unexcused. Table 11 compares our calculation of the truancy rates at the four academies we reviewed based on the actual attendance data with the truancy rates that the four academies reported to Education. We found that all four academies had underreported their truanancies. For example, Academy 8 reported only two truanancies during school year 2011–12, but the attendance data we reviewed indicated it had 66 truanancies. In total, the four academies underreported their truanancies by more than 430 during the three-year audit period. According to the manager of Education's basic data system support office, incorrectly reporting truancy data reflects poorly upon the school; further, it could mislead parents of potential students and other interested stakeholders regarding the school environment.

Table 11
Truancy Data Maintained by the California Department of Education and Our Recalculation of the Number of Truant Students Based on the Academies' Attendance Data

ENTITY	SCHOOL YEAR	TRUANCIES THE ACADEMIES REPORTED TO THE CALIFORNIA DEPARTMENT OF EDUCATION			OUR RECALCULATION BASED ON ACADEMY ATTENDANCE DATA		
		NUMBER OF STUDENTS ENROLLED*	NUMBER OF TRUANT STUDENTS	TRUANCY RATE	NUMBER OF STUDENTS ENROLLED	NUMBER OF TRUANT STUDENTS	TRUANCY RATE
Magnolia Science Academy (Academy) 5							
	2011-12	218	30	13.76%	216	55	25.46%
	2012-13	262	0	0.00	262	83	31.68
	2013-14	255	76	29.80	256	83	32.42
Academy 8							
	2011-12	517	2	0.39%	501	66	13.17%
	2012-13	517	3	0.58	511	45	8.81
	2013-14	507	20	3.94	506	49	9.68
Academy San Diego							
	2011-12	319	0	0.00%	318	31	9.75%
	2012-13	350	0	0.00	345	40	11.59
	2013-14	359	14	3.90	362	24	6.63
Academy Santa Clara							
	2011-12	263	0	0.00%	256	29	11.33%
	2012-13	552	0	0.00	542	71	13.10
	2013-14	510	5	0.98	513	5	0.97
Totals (all years)		4,629	150	3.24	4,588	581	12.66%

Sources: The California Department of Education's (Education) DataQuest system and attendance data from the Magnolia Educational and Research Foundation (Foundation).

* When reporting truancy data, Education does not require schools to submit the number of students enrolled. Education's DataQuest system truancy reports pull the number of students enrolled from the California Longitudinal Pupil Achievement Data System. Our recalculation of the number of students enrolled may differ from those the academies reported through the California Longitudinal Pupil Achievement Data System.

Neither the Foundation nor the academies could adequately explain why the academies did not accurately report their truancy rates. According to the Foundation's executive office manager, academy office staff did not understand that the statutory definition of truancy includes students with unexcused full-day absences. However, we also found that the academies did not report students with unexcused partial-day absences, and in many cases the academies reported no truant students. Overall, the academies' gross underreporting of truant students indicates they did not understand the reporting requirements. As a result of our audit, the executive office manager recalculated and resubmitted truancy data for school year 2013-14. She told us that she plans to create

an updated written procedure for calculating the number of truant students that she will share with academy staff at an upcoming professional development day.

We were also asked to review the academies' reporting of their Academic Performance Index (API) scores. However, neither the Foundation nor its academies play a role in calculating API. Rather, Education calculates each school's API based on the test results of the school's continuously enrolled students. Currently, the statewide assessments Education uses to calculate schools' API scores are the Standardized Reporting and Testing and the California High School Exit Examination. According to Education's interim director of the analysis, measurement, and accountability reporting division, schools are responsible for administering these examinations, and Education is responsible for calculating and reporting the API.

Recommendations

To ensure that the academies' spending aligns with their budgets, the Foundation should create and retain standardized reports with a sufficient level of detail to allow its staff and the academy principals to compare the academies' spending to their budgets.

To reduce the risk of misappropriation, the Foundation should ensure that it appropriately authorizes all of its expenditures and the academies' expenditures. It should also ensure that it includes sufficient supporting documentation for each expense, including documenting the purpose of each transaction.

To strengthen its controls over purchases that principals make at the academies, the Foundation should update its accounting manual to require academy principals to obtain written authorization before processing purchases on their debit cards that are higher than established thresholds. The Foundation should also revise its accounting manual to prohibit the use of debit cards for travel except in the case of a documented emergency.

To ensure that it can locate documentation supporting its expenditures and the academies' expenditures, the Foundation should develop a stronger document filing system that links all supporting documentation for expenditures to its authorization and justification included in the CoolSIS system by using a unique identifier such as a purchase order number.

To strengthen its contracting process, the Foundation should define who has authority to sign vendor agreements.

To increase transparency and reduce the risk of misuse of funds, the Foundation should update its policies and procedures regarding vendor selection to require that it maintain independence in its relationships with vendors.

To ensure that it provides proper oversight over its process for hiring employees who are not citizens of the United States and that it meets all legal requirements for the employees it sponsors, the Foundation should enhance its human resources policies and procedures and implement a centralized system to track and maintain sponsored employees' files and publicly available documentation. Moreover, the Foundation should use the centralized system to ensure that proper notification is sent to Homeland Security for any material changes to sponsored employees' employment. The Foundation should also review all of its past and present noncitizen employees' files and notify Homeland Security of any material changes that it has not previously reported.

To hold its management accountable for meeting their responsibilities related to the payroll process, the Foundation should continue to implement its new desk procedures of requiring review and documentation of that review at each stage in the payroll process.

To safeguard the funds that the academies raise, the Foundation should ensure that academy staff follow the fundraising procedures in its accounting manual, especially with regards to timeliness of bank deposits and sign-offs on cash-count forms. The Foundation should also annually train its staff to ensure compliance with fundraising procedures.

To ensure their compliance with state and federal laws, the Foundation should continue to develop procedures for the academies to follow when they report truancy data to Education. The Foundation's procedures should include a process for the academies to document their calculations.

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Chapter 3

THE LOS ANGELES UNIFIED SCHOOL DISTRICT APPEARS TO HAVE ACTED PREMATURELY IN RESCINDING RECENT CHARTER RENEWALS

Chapter Summary

The charter-authorizing entities (charter authorizers) of the Magnolia Science Academies (academies) consistently conducted required performance and fiscal reviews. However, some of the Los Angeles Unified School District's (LAUSD) actions during the charter renewal petition process for academies 6, 7, and 8 raise questions about its decision-making process and the communication between its units. Specifically, the manner in which the LAUSD Office of the Inspector General (inspector general) communicated draft findings to the LAUSD's Charter School Division (division) about the financial status and operations at academies 6 and 7 did not provide the division with the information necessary to make the best decision regarding these two academies' future. Rather than allowing the division access to the full draft report that an outside accounting firm prepared on these academies, the inspector general provided the division with a memo that summarized the findings. This memo did not accurately and comprehensively represent either the draft report's findings or the complete financial status at the Magnolia Education and Research Foundation (Foundation) and the two academies.

The inspector general's decision to provide the division with only limited information was further complicated by the fact that neither the inspector general nor the division allowed the Foundation to comment on the draft findings or the memo, despite the fact that such comments would have likely provided valuable insight and context into the financial positions and operations of the Foundation and the academies. Instead, the division rescinded the LAUSD Board of Education's (board) conditional approval of the charter renewal petitions (petitions) for academies 6 and 7 just four days before the action would effectively close the schools. Because LAUSD did not provide the academies with an opportunity to respond, the academies were unable to effectively pursue administrative appeal procedures as set forth in state regulations. Therefore, if not for the legal actions the Foundation and academies took in response to LAUSD's decision, the students who attended the two academies would have had to find other educational alternatives. Six months later, LAUSD denied the petition for Academy 8 based on the findings from the same outside accounting firm's report, despite Academy 8's strong

financial position. In March 2015 LAUSD and the Foundation reached a settlement agreement, and LAUSD renewed the petitions for all three academies.

The Entities That Authorized the Academies' Charters Consistently Conducted Annual Site Reviews

The charter authorizers for the academies consistently performed the statutorily required annual site visits at their respective academies during our audit period.⁵ State law requires charter authorizers to conduct annual site visits and monitor fiscal conditions, and to ensure that each charter school meets reporting requirements. All three charter authorizers conducted these reviews on all of their respective academies throughout fiscal years 2011–12 through 2013–14.

During the division's performance evaluations of the eight academies it authorizes, it assessed each academy on four key performance areas: student achievement and educational performance, governance and organizational management, fiscal operations, and fulfillment of the charter. The division conducted these reviews not only to provide the oversight that state law requires but also to highlight the academies' areas of particular strength and provide feedback and notes on areas in need of improvement. For example, during its October 2012 site visit of Academy 5, the division identified strengths that included the parents' satisfaction with the opportunities the academy provided for them to get involved with their children's education, increases in the academy's Academic Performance Index (API) scores from previous years, the Foundation's board of directors' (governing board) effective stakeholder communication, and the Foundation's appropriate maintenance of documentation supporting the checks the division reviewed. During the same visit, the division noted that Academy 5 was not able to produce evidence that the Foundation's governing board was reviewing and approving all its intercompany transactions.

Similar to LAUSD, two other charter authorizers of the Foundation's academies—San Diego Unified School District and Santa Clara County Office of Education—also evaluated the academies they authorized in key performance areas such as academics, governance and operations, and finance. These regular reviews by all three charter authorizers demonstrated

Two other charter authorizers of the Foundation's academies—San Diego Unified School District and Santa Clara County Office of Education—also evaluated the academies they authorized in key performance areas such as academics, governance and operations, and finance.

⁵ The State Board of Education (state board) is the charter authorizer of Academy Santa Ana. We did not review the state board's annual site visits during our audit period because the academy was rechartered in 2014; it had been previously chartered as the Pacific Technology School Santa Ana.

their commitment to fulfilling their statutory responsibilities as well as their commitment to ensuring that children attending charter schools within their respective jurisdictions receive high quality education.

LAUSD Based Its Decision to Effectively Close Academies 6 and 7 on Limited Information

Although LAUSD identified legitimate financial and operational concerns related to the two academies and the Foundation, its actions to rescind the conditional charter renewals for academies 6 and 7 appeared rushed, and the document it used to justify these actions lacked critical information. As discussed in the Introduction, the division presented the charter renewal petitions for academies 6 and 7 at the March 2014 board meeting. At that time, it recommended that the board conditionally approve the petitions based upon a lack of material findings in a further review of the fiscal processes and operations of the two academies and the Foundation. The division also stated that the academies were implementing the inspector general's recommendations from a 2012 audit. The board adopted the division's recommendation and requested the assistance of the inspector general to conduct the new review by June 30, 2014. According to the inspector general, he selected Vicenti, Lloyd & Stutzman (VLS) to perform the required review because he lacked available staff and the time frame was short.

On June 23, 2014, the inspector general issued a memo to the board and the division summarizing the draft results of VLS's review; however, he did not present them with a copy of the draft report. The inspector general told us that he provided a copy of the draft report to an LAUSD associate general counsel who was assigned to the division on the matter but he did not provide the division with a copy because he anticipated litigation and considered the document protected under attorney-client privilege. In a letter to the Foundation dated June 27, 2014, the division stated that VLS had identified significant material findings during its review and that, as a result, the division was rescinding the conditional renewals of academies 6 and 7—effectively closing those charter schools for the term beginning July 1, 2014. As Table 12 on the following page shows, we agree or partially agree with most of the findings the division described to the Foundation; however, we found that many of the findings lacked important context. As we describe in the following section, this missing context was particularly critical because the division acted so quickly on the information despite the fact that the inspector general did not allow it to read the full VLS report.

The division stated that VLS had identified significant material findings during its review and that, as a result, the division was rescinding the conditional renewal of academies 6 and 7—effectively closing those schools.

Table 12
Material Findings That the Los Angeles Unified School District Charter School Division Cited in Rescinding Its Conditional Approvals of the Charter Renewal Petitions for Magnolia Science Academies 6 and 7

MATERIAL FINDING	OUR CONCLUSION	OUR COMMENT
<p>The financial insolvency of the Magnolia Research and Educational Foundation (Foundation) and of Magnolia Science Academies (academies) 6 and 7:</p> <ul style="list-style-type: none"> Academy 6 met the Internal Revenue Service (IRS) definition of being insolvent by having negative net assets as of June 30, 2013, and interim reports projected it would be insolvent for fiscal year 2013–14. Academy 7 met the IRS definition of insolvency as of June 30, 2013. The Foundation met the IRS definition of insolvency as of June 30, 2013. 	We agree but believe additional context was needed.	<p>Although academies 6 and 7 were insolvent according to the IRS definition, their charter petitions did not require them to meet this standard.</p> <p>Despite interim projections, Academy 6 ended up being solvent at the end of fiscal year 2013–14 under all three standards described in Chapter 1, including the cash reserve requirement—the only solvency-related standard in its charter. Academy 7 was also solvent at the end of fiscal year 2013–14 under all three standards we reviewed.</p> <p>As discussed in Chapter 1, the Foundation, as a single entity, was insolvent according to the IRS definition and continued to be through fiscal year 2013–14. However, on a consolidated financial basis, the Foundation and its academies were solvent under all standards we describe in Chapter 1 in both fiscal year 2012–13 and fiscal year 2013–14.</p>
<p>Lack of disclosures within audited financial statements:</p> <ul style="list-style-type: none"> The Foundation's external auditor did not disclose a "going concern" regarding the finances of the two academies or the Foundation or describe their negative net assets, which we discuss above. The statements did not disclose administrative fees the academies paid to the Foundation. They also did not disclose the \$2.9 million the Foundation owed to various academies (and related payment terms or interest rates). 	We disagree.	<p>Based on the overall finances of the Foundation and academies, the Foundation's external auditor did not believe a "going concern" existed. Further, the Foundation's audited financial statements clearly displayed the negative net assets for the Foundation and academies 6 and 7.</p> <p>Although the administration fee paid for by academies 6 and 7 are not disclosed in the audited financial statements, the Los Angeles Unified School District (LAUSD) could have requested this information be added to the academies' charter petitions. The financial statements disclosed the fact that the Foundation owed the academies roughly \$2.9 million, and they could not disclose the payment terms because there were none.</p>
<p>Interschool borrowing:</p> <ul style="list-style-type: none"> The Foundation lacked payment terms and approval from its governing board for the loans between the academies and itself. The Foundation borrowed \$2.9 million from its charter schools. The Foundation loaned money to academies 6 and 7. 	We agree but believe additional context was needed.	<p>As we describe in Chapter 1, the Foundation viewed itself and its academies as a single entity; as a result, it did not believe it needed loan payment terms. The Foundation has since agreed to better document and obtain approval from its board of directors for any loans.</p> <p>The Foundation owed approximately \$2.9 million to six of its academies at the end of fiscal year 2012–13, but it reduced that amount by roughly 55 percent during fiscal year 2013–14. It had paid back all of the loans from its schools as of July 2014. Academy 7 also repaid all its loans as of July 2014.</p>
<p>Weak fiscal controls: Academy principals used debit cards for transactions that were greater than \$500 without documented approvals.</p>	We agree.	As we describe in Chapter 2, the Foundation needs to improve its fiscal controls in a number of areas, including principals' use of debit cards.
<p>Immigration-related payments: The Foundation and academies 6 and 7 made payments for immigration fees and immigration lawyers; further, some of the payments related to individuals who were not Foundation or academy employees.</p>	We disagree.	As discussed in Chapter 2, the Foundation's practice of paying for the sponsorship-related fees to hire employees from outside the United States appears reasonable. Because the Foundation and others can terminate the sponsorship process, not all candidates become employees.
<p>Payroll irregularities: The Foundation made payments outside of the payroll system, overstated certain payroll expenses, and recorded payroll expenses outside of payroll object codes.</p>	We partially agree.	As we describe in Chapter 2, the Foundation needs to improve its payroll process so that it can better support its personnel payments. Nonetheless, we would not refer to what we found as "irregularities." Rather, the Foundation needs to improve its payroll-related controls.
<p>Governance and administration of services: The Foundation's contract with the Accord Institute for Educational Research (Accord) appeared expensive, particularly in light of the Foundation's fiscal condition, and the services Accord provided appeared to overlap with the Foundation's services.</p>	We partially agree.	As we describe in Chapter 2, the historically close relationship between Accord and the Foundation is concerning.

Source: California State Auditor's analysis of material findings LAUSD presented to the Foundation in a letter dated June 27, 2014.

In its letter to the Foundation, the division cites the financial insolvency of the Foundation and academies 6 and 7. However, the division narrowly bases its determination on only one definition of solvency. Specifically, the division states that as of June 30, 2013, the Foundation and academies 6 and 7 each met the Internal Revenue Service (IRS) definition of being insolvent, which we provide in Chapter 1. We confirmed that at the end of fiscal year 2012–13, the Foundation and academies 6 and 7 were insolvent using the IRS definition. However, the charter petitions for these academies—which serve as the primary written agreement between LAUSD and the academies—do not stipulate that either the Foundation or the individual academies are to be solvent according to the IRS definition. Rather, academies 6 and 7 acknowledge in their charter petitions that the recommended cash reserve was 5 percent of their prior-year expenditures, as outlined in state regulations. Using this cash-reserve provision—which the California Department of Education commonly refers to as a *solvency requirement*—we found that Academy 7 maintained the required cash reserves during fiscal year 2012–13 and Academy 6 did not. However, as we describe in Chapter 1, Academy 6 could have met the cash-reserve requirement if it had received the state funding that was delayed during that year.

We believe that LAUSD’s concerns regarding the Foundation’s insolvency had merit but that further information was needed. Because the Foundation provides support and services to its academies, it might not have been able to provide them monetary support if it were insolvent. Further, as we describe in Chapter 1, delayed state funding during our audit period resulted in some of the Foundation’s academies lending surplus funds to the Foundation, which in turn lent the money to struggling academies. By the end of fiscal year 2012–13, the net effect of this practice was that the Foundation owed roughly \$2.9 million to various academies, adding to LAUSD’s concerns. However, the Foundation reduced the amount it owed to its schools during fiscal year 2013–14 by roughly 55 percent and had repaid all of the remaining loans as of July 2014. As we describe more fully in the following section, the division might have understood the Foundation’s plans for resolving the loans if it had better communicated its concerns to the Foundation. The fact that the Foundation had the assets to repay all loans by July 2014—the same month LAUSD rescinded the petitions for academies 6 and 7—indicates that providing the Foundation with a reasonable amount of time to respond and correct deficiencies would have clarified a number of conditions causing LAUSD concern.

We believe that LAUSD’s concerns regarding the Foundation’s insolvency had merit but that further information was needed.

By characterizing the Foundation's immigration-related expenditures as fiscal mismanagement, noting them as "questionable or unexplained transactions" without first establishing that it had done something wrong, the division only further fueled speculation regarding the intentions of the Foundation and its academies.

Another finding the division presented in its letter to the Foundation was that the Foundation did not document or seek its governing board's approval for the loans it facilitated between itself and the academies. Because we shared LAUSD's concern, we asked the Foundation's management for its perspective regarding the transparency of its loan process. As we detail in Chapter 1, the Foundation's management recognizes that more transparency and oversight of the transfer process is necessary. Consequently, in March 2014—before the division rescinded the charter renewals for academies 6 and 7—the Foundation updated its policies and procedures to require documentation, payment schedules, and interest for loans, along with approval from its governing board.

The division also stated that the Foundation and academies 6 and 7 made payments for immigration fees and immigration lawyers and that Academy 6 had made such payments for six individuals whom it did not employ. As we discuss in Chapter 2, we determined that a number of valid reasons may lead to the termination of the sponsorship process: The Foundation may choose not to hire the individual, the individual may choose not to move forward with the process, or the United States Citizenship and Immigration Service may deem the individual inadmissible. Each of these situations could lead to immigration-related payments that do not result in employment. In general, we found the Foundation's payment of immigration-related fees reasonable given that it opted to hire employees who were not citizens of the United States. By characterizing the Foundation's immigration-related expenditures as fiscal mismanagement, noting them as "questionable or unexplained transactions" without first establishing that it had done something wrong, the division only further fueled speculation regarding the intentions of the Foundation and its academies.

Finally, the division stated in its letter that it had concerns regarding the Foundation's fiscal controls and its contract with its major service provider, Accord. We agree or partially agree with these concerns. As we indicate in Chapter 2, the Foundation recognizes that it needs better procedures to ensure that it authorizes and supports its expenditures and the academies' expenditures; it also agrees that it needs a documented payroll process. Further, the historically close relationship between Accord and the Foundation is concerning. However, we believe that if the inspector general had provided the division with a more comprehensive summary that included the draft VLS report, the division might have made a different decision about the charter renewals for academies 6 and 7, or it might have at least given the Foundation time to respond to or remedy the concerns.

LAUSD Did Not Provide Sufficient Time and the Opportunity for the Foundation to Respond to or Rectify Concerns

In its apparent rush to decide the outcome of its conditional approvals of the renewal charters of academies 6 and 7, LAUSD did not provide the Foundation with an adequate opportunity to respond to its concerns. The fact that VLS had to perform an enormous amount of work in less than three months unquestionably contributed to its inability to fully develop some of the issues we describe in this chapter. As VLS communicated in a letter to the inspector general, it had not yet completed its review when it submitted the draft report, which it only provided at the specific request of the inspector general. In that same letter, VLS stated that the inspector general had asked it not to complete Phase 2 of the review, which would have included interviews of former employees, current employees, and third parties in an attempt to gain additional information not apparent from records and supporting documents. This explains why the draft report is missing a critical component—the Foundation’s perspective and explanations regarding VLS’s findings.

Further, the division did not allow the Foundation a reasonable amount of time or the opportunity to respond to or remedy its concerns. The division notified the Foundation that academies 6 and 7 did not meet their conditional renewals in a letter that it emailed to the Foundation at 4:50 p.m. on Friday, June 27, 2014. The division’s action effectively closed academies 6 and 7 for the charter term beginning July 1, 2014, which was the following Tuesday. Because the Foundation and academies 6 and 7 were not provided a reasonably sufficient time to respond, they were unable to use the traditional process for appealing the denial of their petitions. According to state regulations, when the governing board of a school district denies a charter school’s petition for renewal, the charter school may submit a petition to the county board of education not later than 30 days after the district governing board makes its written factual findings. If the county board of education does not grant or deny the petition within 60 days, the charter school may then submit a petition to the state board. The Foundation had no opportunity to follow this process and obtain a decision to keep its academies open because of the shortened time frame, as academy operations were set to begin August 1, 2014, and the fact that LAUSD’s board had not approved the division’s action to rescind the two academies’ charter renewal petitions. Consequently, the Foundation sought a preliminary legal injunction allowing the academies to remain open until the relevant court could rule on the matter. In late July 2014, the Superior Court of Los Angeles County granted the Foundation’s request for an

The Foundation had no opportunity to follow the traditional process for appealing the denial of charter petition renewals and obtain a decision to keep its academies open because of the shortened time frame.

injunction so that the schools could continue to operate as if LAUSD had renewed their charters until further order of the court while the lawsuit on the merits was pending.

In his analysis, a judge of the Superior Court of Los Angeles County cited several other reasons to grant the Foundation's request for the injunction. In the judge's opinion, the weight of the evidence did not show that the board explicitly delegated its power to rescind the conditional approvals to the division, nor was it legally authorized to do so. The judge also stated, based on board member comments from the March board meeting wherein it conditionally approved the charter renewals, that the board intended for the division to report back so the board could review the division's investigation and findings before finally approving or denying the academies' petitions. Specifically, the court referred to statements the board made during the meeting that "staff will provide the Board of Education an update as soon as possible and prior to June 30, 2014, as to the status of the school's meeting the condition of this action." The reasons cited by the judge of the Superior Court further support our view that the division appears to have prematurely rescinded the conditional renewal of the petitions for academies 6 and 7.

Had the Foundation not taken legal action to halt the academies' closures, the shortened time frame would likely have negatively affected the students who were scheduled to begin school in mid-August.

Had the Foundation not taken legal action to halt the academies' closures, the shortened time frame would likely have negatively affected the students who were scheduled to begin school in mid-August. According to the Foundation's chief administrative officer, the effects would have been devastating to the students, parents, and community. He added that "the students would have been socially and scholastically shocked if they were forced to leave their school, where they are socially comfortable, well-adjusted, and enjoy focused educational programs, such as after school tutoring and extracurricular activities." Further, as we show in Figure 2 on page 8 in the Introduction, academies 6 and 7 performed well academically, with APIs of 828 and 904, respectively. To provide context, Academy 6 had a higher API than eight of 11 middle schools we found near Academy 6, and Academy 7 had a higher API than all 10 elementary schools we found near Academy 7. Additionally, parents would have been forced to find other schools within the geographic area for their children to attend, which may not have been possible with such short notice, causing longer commute times and afterschool day care considerations.

As discussed in the Introduction, the board also denied the petition for Academy 8 in November 2014 based on the findings from the VLS report. As described in Chapter 1, Academy 8 was strong financially and provided funds that allowed other academies to remain open. Even so, LAUSD offered no explanation for its actions

other than the findings of the VLS report, which as described previously lacked key information that would have put the findings in proper context.

In March 2015 LAUSD and the Foundation reached a settlement agreement, resulting in the dismissal of the pending litigation and the charter renewals of academies 6, 7, and 8. As part of the settlement agreement, the Foundation agreed to terminate its contract with Accord and to not enter into future contracts with Accord that are related to academies that are authorized by LAUSD. It also agreed to no longer transfer funds between itself and the academies, except when the Foundation's governing board approves such transactions for legitimate educational and operational expenses. Further, the Foundation agreed to temporarily cease expenditures related to hiring employees who are not citizens of the United States (noncitizens) unless the expenditures are for existing employees who are renewing their visas. After LAUSD consults with the Foundation, the Foundation may implement a noncitizen hiring program that includes the payment of legally required employer fees. To address fiscal issues, the Foundation agreed to replace its current auditing firm and receive oversight for fiscal year 2015–16 from the Fiscal Crisis and Management Assistance Team—created statutorily to assist and provide guidance to local educational agencies in the areas of business and financial management practices.

Recommendations

To improve communication between the inspector general and the division, LAUSD should develop procedures for discussing relevant findings in draft form and for determining how those findings should affect the decisions that the division or the board makes.

To improve its process for considering whether to rescind a charter school's conditionally renewed petition, LAUSD should develop procedures to provide charter schools with a reasonable amount of time for an appropriate response or to potentially remedy concerns.

We conducted this audit under the authority vested in the California State Auditor by Section 8543 et seq. of the California Government Code and according to generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives specified in the scope section of the report. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Respectfully submitted,



ELAINE M. HOWLE, CPA
State Auditor

Date: May 7, 2015

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April 17, 2015

Ms. Elaine M. Howle, CPA*
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Response to the California State Auditor Draft Audit Report, "Magnolia Science Academies"

Dear Ms. Howle:

Thank you for the opportunity to respond to the draft audit report. Magnolia Educational and Research Foundation (Foundation) appreciates the State Auditor's review of our charter management organization and charter schools. As the Foundation's new administrative team, we welcome the oversight and believe this report will assist us in improving our organization and strengthening it for future growth. In addition, we appreciate the positive engagement from your team and believe we were treated fairly, objectively and professionally.

The report confirms that the Magnolia Foundation and its individual academies are financially solvent. After extensive review by State Auditors, the investigation did not identify any misappropriation of state funds, but recommended strengthening our procedures to avoid potential future problems. We take to heart the deserved operational criticisms of our organization as outlined in the report. As the State Auditors have indicated, our new administrative team has begun addressing these issues and will continue to do so. It is our objective to maintain our strong financial condition and improve our internal controls and transparency to be considered a model charter school operator in California. ①

The report also points out that because of the state's deferral of \$10 million in funding to Magnolia, the loans between our schools were appropriate and "served a useful purpose because they enabled the struggling academies to continue to serve their students." Had the state not deferred payment, the report concludes that the academies could have been solvent. ①

With regard to the hiring of math and science educators from outside the United States, the report established that the expenditures appeared lawful and appropriate. This practice has allowed us to recruit the best and brightest educators to serve our students. We look forward to strengthening our US recruitment efforts while also reinstating our international efforts with timely reporting.



MAGNOLIA PUBLIC SCHOOLS

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We were pleased that the report acknowledged that our schools do well academically and "...had higher APIs than their authorizing entities." Since its founding, it has been Magnolia's mission to ensure that our students are provided an excellent educational experience.

We recognize that being able to provide a high-quality public educational experience must go hand-in-hand with financial, reporting and internal controls that ensure transparency and accountability. We immediately began improvements during the audit process. One example is the report's identification of challenges related to truancy reporting. While the reporting errors have not impacted funds received or academic standing, we immediately retrained staff in the proper procedures and have made changes in our information systems to enable school site personnel to record truanancies properly.

Your recommendations have been extremely helpful in bringing to our attention areas in need of strengthening and improvement. We have already begun to implement the changes recommended in your report, which will complement and reinforce our ongoing commitment to high educational outcomes. We firmly believe the progress we have made and our continuing commitment to improving financial, reporting and other internal controls, will be apparent when the California State Auditor reviews our efforts moving forward. Our response to this audit report outlines our plan, including specific actions we'll take, to implement the improvements highlighted in this report.

Sincerely,

A handwritten signature in black ink, appearing to read "Caprice Young".

Caprice Young, Ed.D.
Chief Executive Officer and Superintendent

Graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society.

Attachment



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Response to the California State Auditor Draft Audit Report, "Magnolia Science Academies" May 2015

Recommendation 1: Consistent with their charter petition terms, the Foundation should ensure that each academy maintains the minimum required cash reserve.

We have made this a priority. As of June 30, 2014, all academies had required cash reserves. While reserves may fluctuate throughout the fiscal year to address cash flow needs driven by the timing of expenses, state apportionment payments, and other revenue schedules, as of June 30, 2015 all academies will have the required cash reserves. Our independent auditor will verify required reserve levels annually. In addition, monthly financial reviews by Magnolia's board will support our focus on ongoing maintenance of appropriate reserve levels.

Recommendation 2: To ensure the CMO fees it charges to its academies are accurate, the Foundation should develop procedures to ensure CMO fees are accurately calculated and recorded, including performing regular reconciliations of the CMO fees recorded in the Foundation's and academies' general ledgers.

On April 15, 2015, our board voted to engage a well-respected back-office service provider, EdTec, who will ensure CMO expense allocations are calculated and recorded properly. In January 2015, the Foundation board approved a new CMO expense allocation formula for the academies that is consistent with industry standards and was vetted by an independent accounting firm. This is an attendance-tier model that has been discussed in the State Auditor's Report and we are pleased that the State Audit report indicates that it appears reasonable. (See attached documentation.)

③ ②

Recommendation 3: To reduce the risk of misappropriation, the Foundation should ensure that it appropriately authorizes all of its and the academies' expenditures. It should also ensure it includes sufficient supporting documentation for each expense, including documenting the purpose of each transaction.

Although the audit did not identify any misappropriation of funds, the Foundation is committed to improving the authorization process to better safeguard public funds as recommended by the State Auditors. By June 30, 2015, our systems will be adapted to include data regarding the educational purpose, as well as appropriate authorization, of the expenditures. Team members will be trained to perform the authorization procedure to assure compliance with our accounting manual.

Recommendation 4: To increase transparency and reduce the risk of misuse of funds, the Foundation should update its policies and procedures regarding vendor selection to require that it maintain independence in its relationships with vendors.

The Foundation has taken steps to increase transparency and independence, and decrease any risk of misuse of funds. By June 30, 2015, our policies and procedures manual will be updated to reflect this recommendation and our staff will receive updated and regular training throughout the year. The State Auditors have affirmed our progress. An example of the use of objective procurement practices is the recent open procurement process used by Magnolia to identify and select a back-office service provider.

④



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- ② Going forward, we believe these procedures should be sufficient to ensure vendor procurements—for educational services as well—are transparent, fair and independent. (See attached documentation.)

Recommendation 5: To ensure that the academies' spending aligns with their budgets, the Foundation should create and retain standardized reports with a sufficient level of detail to allow its staff and the academy principals to compare the academies' spending to their budgets.

As stated above, on April 15, 2015, we engaged EdTec, a well-respected back-office service provider, to provide management and principals with standardized reports with appropriate detail that will allow them to compare both revenue and expenses to budgets, and to make decisions based on up-to-date data. These systems are expected to be fully operational by June 30, 2015. We will revise our accounting procedures manual and staff training accordingly. (See attached documentation.)

- ②

Recommendation 6: To strengthen its controls over purchases made by principals at the academies, the Foundation should update its accounting manual to require principals at the academies to obtain written authorization before purchases on their debit cards that are higher than established thresholds. The Foundation should also revise its accounting manual to prohibit the use of debit cards for travel except in the case of a documented emergency.

This is in the process of being implemented. We have eliminated debit cards. We are implementing credit cards in employee names that will only be paid if proper approvals have been submitted. The process has been approved by our board and explained in our accounting manual, and employees have been educated about the new procedures. Our manual will reflect that cards can only be used for travel in the case of

- ② documented emergency. (See attached documentation.)

Recommendation 7: To ensure that it can locate documentation supporting its and the academies' expenditures, the Foundation should develop a stronger document filing system that links all supporting documentation for expenditures to its authorization and justification included in the CoolSIS system using a unique identifier such as a purchase order number.

The document filing system is in the process of being adapted to the above recommendations. We expect the system will be fully implemented by June 30, 2015. This system will connect all expenditures with their authorization, justification and supporting documentation. We will use purchase orders and link all expenditure documentation to the requisite purchase order.

Recommendation 8: To strengthen its contracting process, the Foundation should define who has authority to sign vendor agreements.

- ② The hierarchy of approvals has been modified and properly listed in the accounting manual. Training will be completed with staff by June 30, 2015 to assure compliance with our proper procedures. (See attached documentation.)

Recommendation 9: To ensure that it provides proper oversight over its process for hiring employees who are not citizens of the United States and that it meets all legal requirements for the employees it sponsors, the Foundation should enhance its human resources policies and procedures and implement a centralized system to track and maintain sponsored employees' file and publicly available documentation. Moreover, the Foundation should use the centralized system to ensure proper notification is sent to



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Homeland Security for any material changes to sponsored employees' employment. The Foundation should also review all of its past and present noncitizen employees' files and notify Homeland Security of any material changes that it did not previously report.

As the State Auditors indicated, "... the Foundation's expenditures related to its employment of citizens from outside the United States appeared lawful and appropriate ..." However, the Foundation has taken concrete steps to ensure the integrity of its international educators program. The Foundation has:

- Retained legal counsel specializing in immigration matters to advise the Foundation regarding the legal requirements and human resource processes to assure compliance with appropriate laws and best practices;
- Begun the process of hiring a dedicated human resources manager who will spearhead the employment compliance functions; and,
- Contracted with a qualified attorney to review its human resources records, concentrating on immigration files. This internal audit will be finalized in May 2015 and all findings and recommendations will be addressed prior to reinstating our international educators program. (See attached documentation) ②

Recommendation 10: To hold its management accountable for meeting their responsibilities related to the payroll process, the Foundation should continue to implement its new desk procedures of requiring review and documentation of that review at each stage in the payroll process.

Informed by the State Auditor's recommendations, the Foundation has implemented a revision of the policies and procedures relating to the payroll processes. New desk procedures were initiated in February 2015. We believe as of today, our review and documentation is effective and will satisfy Committee of Sponsoring Organizations of the Treadway Commission (COSO) internal control requirements. (See attached documentation.) ②

Recommendation 11: To safeguard the funds that the academies raise, the Foundation should ensure that academy staff follows the fundraising procedures in its accounting manual, especially with regards to timeliness of bank deposits and signoffs on cash-count forms. The Foundation should also train its staff on an annual basis to ensure compliance with fundraising procedures.

We have performed training of staff regarding these procedures. Our first training was for principals on March, 23, 2015. Assistant principals and business managers will be trained at their next regular staff meeting in May 2015.

Recommendation 12: To ensure their compliance with state and federal laws, the Foundation should continue to develop procedures for the academies to follow when they report truancy data to Education. The Foundation's procedures should include a process for the academies to document their calculations.

Our truancy underreporting was due to incorrect application of the state truancy definition and to inadequate staff training. New procedures were developed and trainings of staff have begun. Our office staff training on the appropriate reporting of truancy took place on March 6, 2015. As the State Auditor's noted, underreporting had no effect on our funding. In addition, this underreporting had no effect on our test scores. (See attached documentation.) ②

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Comments

CALIFORNIA STATE AUDITOR'S COMMENTS ON THE RESPONSE FROM THE MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION, MAGNOLIA PUBLIC SCHOOLS

To provide clarity and perspective, we are commenting on the Magnolia Educational and Research Foundation's (Foundation) response to our audit. The numbers below correspond to the numbers we placed in the margin of the Foundation's response.

The Foundation's statements regarding our report findings are not entirely accurate. First, we state on page 20 that, as of July 2014, all Magnolia Science Academies (academies) were solvent under all measures we considered. Also, we do not conclude in our report and do not agree that delays in state funding were a reason why the loans between academies were appropriate. Rather, on pages 24 through 26 we concluded that by July 2014 all but one of the loans had been repaid and on page 27 we concluded that the loans had little to no effect on academies' total or per-pupil spending. We do acknowledge on page 23 that delays in state funding contributed to financial difficulties at some of the academies. Additionally, on page 23 we state the funding delays had the potential to affect academies' solvency under the cash reserve requirement. However, as indicated in Table 4 on page 21, the cash reserve-requirement was not the only financial measure indicating insolvency at some academies. As we note on page 23, these other financial measures are not affected by state funding deferrals. Consequently, we do not agree with the Foundation's statement that our report concludes that the academies could have been solvent had the State not deferred payment.

The Foundation provided us copies of several documents, including copies of minutes from recent meetings of its board of directors, policies and procedures, and an engagement letter related to our audit of the Foundation and the academies, to which the Foundation refers in its response. Because the documents the Foundation provided along with its response are voluminous, we did not publish them with the report, but they are available for inspection at the California State Auditor's Office during business hours upon request.

Although we do say on page 29 that the new fee structure appears to be reasonable, we also say "provided the Foundation applies it correctly and consistently moving forward."

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③

- ④ The Foundation is incorrect in its statement that we have affirmed its progress. We describe the Foundation's issues regarding approving vendor agreements on pages 39 through 42, but do not affirm any new processes implemented by the Foundation either before or during our audit. We look forward to reviewing the Foundation's implementation of our recommendations at the 60-day, six month, and one year follow-up process.

MEMBERS OF THE BOARD

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RAMON C. CORTINES
SUPERINTENDENT OF SCHOOLS

April 17, 2015

Elaine M. Howle, CPA
State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814

Re: LAUSD Response to May 2015 Confidential Draft State Audit Report on Magnolia Science Academies

Dear Ms. Howle:

The Los Angeles Unified School District (“LAUSD” or “District”) and the Board of Education have reviewed the draft audit report pertaining to Magnolia Science Academies and appreciate the opportunity to submit the following response.

A. LAUSD’s Response to State Audit Recommendations:

1. **Recommendation:** “To improve its process for considering whether to rescind a charter school’s conditionally renewed petition, LAUSD should develop procedures to provide charter schools with a reasonable amount of time for an appropriate response or to potentially remedy concerns.” (Draft Audit, p. 22). ①

District Response: The District remains committed to ensuring its quality authorizing policies and practices are clear for all stakeholders and will develop procedures pertaining to rescission of conditional charter renewals and present the procedures for Board approval and incorporation in LAUSD’s Charter Authorizing Policy.

In developing procedures for rescission of conditional renewals, the District will ensure that procedures will abide by renewal procedures, timelines, criteria and guidelines set forth in the Charter Schools Act and state regulations pertaining to renewals of charter petitions. (Ed. Code sections 47605, 47607; Title 5, California Code of Regulations, section 11966.4.) Determination on whether to renew a charter is based on a review of the charter school’s academic performance and operations for the entire five-year term. Any findings for nonrenewal are accordingly based on ②

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 Page 2

ongoing and annual oversight review of the charter schools. Although the District considers input and explanation from charter schools during the renewal process, statutes and regulations do not provide that a charter school remedy any findings for nonrenewal. Unlike revocation proceedings under Education Code section 47607(c), et seq., and implementing regulations, there is no provision for an opportunity to cure nonrenewal findings since charter schools have been on notice of any deficiencies through ongoing oversight. Regarding providing notice to Magnolia Science Academies 6 and 7, for example, please know that Magnolia was on notice that the District's recommendation was to conditionally renew the schools based on a need for deeper review of some financial matters after the 2012 OIG audit on its other schools.

Accordingly, any policies and procedures, to include an opportunity for a charter school to respond, will specifically be developed for rescission of conditional renewals and cannot be construed as being made applicable to all renewal determinations. Moreover, to avoid any question regarding delegation, the procedures will include that any rescission of a conditional renewal will be agendized in a public meeting before the Board of Education for board consideration.

2. **Recommendation:** "To improve communication between the inspector general and division, LAUSD should develop procedures for discussing relevant findings in draft form and for determining how those findings should affect the decisions that the division or the board make." (Draft Audit, p. 21).

District Response: The District will develop procedures for the Office of Inspector General and Charter Schools Division in how information contained in draft reports can appropriately be shared with the Charter Schools Division and the Board of Education.

The audit report indicates that the District "may have acted prematurely when it rescinded the charter renewal of the two schools." (Draft audit, p. 2). As explained to the state audit team, at the time of the release of the VLS draft report, the OIG was assessing the report for information which may lead to an investigation. Since OIG investigations are confidential pursuant to Education Code section 35401(c), the OIG provided its specific summary of findings from the VLS report to the Charter Schools Division. Although the full draft report could have provided more details and context, the actual findings, which the state auditors ultimately agreed or partially agreed with, were more than sufficient for the Charter Schools Division staff to determine that there were material findings, a number of which are noted with concurrence in the State audit, as well. (See Draft Audit, p. 31).

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Page 3

The District relies on the OIG's expertise and analysis to support its decisions making process. In this case staff made a determination based on material findings. Nonetheless, the District will heed the audit team's recommendation in developing procedures on how information contained in draft reports can be properly shared both with Staff and the Board of Education bearing in mind applicable law pertaining to the OIG and its duties.

B. Comments to Specific Sections:

pp. 15-16: The report states that “the division narrowly bases its determination on one definition of solvency only. Specifically, the division states that as of June 20, 2013, the Foundation and academies 6 and 7 each met the Internal Revenue Service (IRS) definition of being insolvent....We confirmed that at the end of fiscal year 2012-2013, the Foundation and academies 6 and 7 were insolvent using the IRS definition. However, the charter petitions for these academies—which serve as the primary written agreement between LAUSD and the academies—do not stipulate that either the Foundation or the individual academies are to be solvent according to the IRS definition....”

①

District Response: On behalf of students, the District is strongly committed to quality authorizing practices which foster high student achievement and protection of the public taxpayers' trust. First, the finding of insolvency—although not the crux of the District's determination to rescind the renewal—could in and of itself be enough not to renew the school especially given the entity's 501(c)(3) status. The state regulations provide: When considering a petition for renewal, the district governing board shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement if any. (Title 5, California Code of Regulations, section 11966.4, subdivision (b)(1).

⑤

Secondly, the District is concerned that the audit report states that a charter school petition must specifically stipulate that a charter school has to be solvent or it cannot be a basis for nonrenewal. A charter petition cannot delineate every possible violation of law or instance of fiscal mismanagement. That is the reason the Charter Schools Act outlines four separate grounds for revocation: (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter; (2) Failed to meet or pursue any of the pupil outcomes identified in the charter; (3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement; and (4) Violated any provision of law.

⑥

In light of the above, the District respectfully requests that the statement in the audit report that indicates that a charter school petition must specifically stipulate that a charter school has to be solvent or it cannot be a basis for nonrenewal be revised because of its potential to be misapplied and misconstrued as limiting a charter authorizer's purview to impose corrective actions or nonrenewal determinations based on serious offenses that would not necessarily be spelled out in a charter petition.

⑦

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April 17, 2015
Page 4

- ① **p. 16:** “We believe LAUSD’ concerns regarding the Foundation’s insolvency had merit but further information was needed.”

- ⑧ **District Response:** The audit report explained that because of delayed state funding and some academies lending surplus funds to struggling schools, the Foundation owed roughly \$2.9 million to various academies. The audit report also notes that the Foundation had assets to repay all loans by July 2014. The District’s findings were not solely based on the lending from one school to another—it was based on the fact that the Magnolia Foundation, which is the support organization for the schools, was borrowing significant money from its schools without appropriate documentation and stipulation of terms in order to maintain its operations. This finding was particularly serious in light of the expenses to a third-party service provider.

- ① **p. 17:** The audit report questioned the District’s findings pertaining to immigration-related expenditures “without first establishing that it had done something wrong,” and that the “division only further fueled speculation regarding the intentions of the Foundation and its academies.”

- ⑨ **District Response:** The District’s findings related to immigration-related expenditures were based on VLS’ factual review of payroll expenditures and was not designed to fuel speculation.

- ① **pp. 18-21:** LAUSD did not provide sufficient time and opportunity for the foundation to respond or rectify concerns.

District Response: The District incorporates its response to the Recommendations above. Further, the narrative regarding the Superior Court case should include a critical component: In issuing the injunction, the court stated the following: “Court acknowledges that LAUSD has presented evidence establishing financial mismanagement by the Charter Schools.” Based on that acknowledgement, the court issued the following six conditions pending the resolution of the underlying action:

1. Petitioner (Magnolia) shall provide LAUSD with a copy of the 2013-2014 audit report for the Charter Schools by July 28, 2014;
2. Every 30 days thereafter, Petitioner shall provide LAUSD with updates of the Charter Schools’ profit and loss statements, balance sheets, cash flow and bank statements, check registers, and expense reports;
3. The Charter Schools shall not engage in deficit spending after maintaining reserves of 5%;
4. The Charter Schools shall not make any further expenditures to Accord, or for immigration-related expenses;

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Page 5

5. The Charter Schools shall provide LAUSD with copies of its vendor agreements; and
6. The Charter Schools shall, in timely fashion, cooperate with any inquiry by LAUSD concerning the Charter School's finances.

Although the District is cognizant of the scope of the audit, the District is concerned that statements in the draft audit report, particularly contained in this section, seeks to render a ruling on a case that has already been settled. Since this case has already settled, the District respectfully requests the draft report exclude this section which analyzes the issues in the litigation. ⑩

The District appreciates the time and efforts of the audit team in engaging in this review. Should you have any questions, please contact José Cole-Gutiérrez, Director of Charter Schools Division, at (213)241-0399, or jose.cole-gutierrez@lausd.net.

Sincerely,



Ramon C. Cortines
Superintendent

cc: Dr. Richard Vladovic

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Comments

CALIFORNIA STATE AUDITOR'S COMMENTS ON THE RESPONSE FROM THE LOS ANGELES UNIFIED SCHOOL DISTRICT

To provide clarity and perspective, we are commenting on the Los Angeles Unified School District's (LAUSD) response to our audit. The numbers below correspond to the numbers we placed in the margin of LAUSD's response.

We provided LAUSD a shorter copy of the audit report containing only those sections pertaining to it for its use in preparing its response. Therefore, the page numbers LAUSD cites in its response do not correspond to the page numbers in our final report.

①

We need to clarify the statement made by LAUSD in which it emphasizes that it will ensure that, when it develops procedures for rescission of conditional renewals, it will abide by applicable laws and regulations related to charter renewal petitions (petitions). Neither the conditional approval of petitions, nor the rescinding of those conditional approvals, can be found in charter school laws or regulations. This is not to say that the practice is unlawful; however, LAUSD states in its response that there is no provision in the law for providing a charter school an opportunity to cure a finding related to a nonrenewal of a charter. If LAUSD can create a conditional renewal process that does not explicitly exist in state law, then it can similarly create within that process a chance for charter schools to remedy a concern before rescinding its conditional approval. Arguing that a chance to remedy a problem is not in state law completely ignores the fact that the entire conditional renewal process is not in state law. Consequently, we stand by each component of our recommendation on page 61.

②

We not only know about LAUSD's recommendation to conditionally renew the charters of Magnolia Science Academies (academies) 6 and 7 pending further review, we describe this action in detail on page 55 of our audit report. In regards to the notice of past deficiencies through LAUSD's oversight, the Magnolia Educational and Research Foundation (Foundation) would have known about deficiencies identified by the Office of the Inspector General (inspector general) resulting from its 2012 audit. However, as we describe on page 55, LAUSD stated at its March 2014 board meeting that the Foundation was implementing the recommendations from the inspector general's 2012 audit. The Foundation would not have been on notice of deficiencies discovered by the deeper review LAUSD describes in its response and, as we conclude on pages 59 and 60, was not provided sufficient time and the opportunity to respond to or rectify these concerns.

③

- ④ LAUSD's statement could be misconstrued to imply that we agreed with the findings in the report by Vicenti, Lloyd & Stutzman (VLS), which LAUSD cited in its rescinding of the conditional approvals of academies 6 and 7's petitions. As we indicate in Table 12 on page 56, we disagreed with some of the findings and only partially agreed with others. The only finding with which we agreed without reservation was related to weak fiscal controls. Further, the term "material findings" to which LAUSD refers is open to interpretation and, therefore, as we describe in Table 12 on page 56, additional context was needed.
- ⑤ We acknowledge that charter-authorizing entities such as LAUSD have broad discretion to determine whether to renew a petition. However, in this particular circumstance, the June 2014 decision to rescind the conditional approval of the petitions of academies 6 and 7 was based on limited information. As we state in Table 12 on page 56, the "finding of insolvency," as LAUSD refers to it in its response, was based on a single financial measure and did not fully account for the progress that had occurred in the finances of the academies and Foundation during fiscal year 2013–14. Further, the fact that the Foundation, as a consolidated entity, was solvent would have been important context for LAUSD to consider.
- ⑥ Our statement on page 57 that the financial solvency measure used by LAUSD was not in the petitions is simply acknowledging that the Foundation and academies would not have been aware that this was the standard to be applied, which is particularly important because, as we describe on pages 59 and 60, LAUSD provided the Foundation very little time and opportunity to respond to its concerns. Further, we do not conclude or recommend in the audit report that a petition must specifically stipulate that a charter school has to be solvent or it cannot be a basis for nonrenewal. Rather, we state on page 55, many of the findings LAUSD cited for rescinding its conditional approvals of academies 6 and 7 lacked important context, such as the fact discussed on page 57 that the Internal Revenue Service measure of solvency LAUSD applied was not a previously established basis for examining the solvency of these charter schools or the Foundation. Without such a basis, we believe a broader measurement of solvency, similar to our calculations in Chapter 1, would have provided valuable context when making the difficult decision to essentially close these two schools.
- ⑦ As we state in comment 6, we made no such statement. We cannot, therefore, revise a statement that does not exist.
- ⑧ LAUSD is misrepresenting the text in our report. We recognize that LAUSD's decision was not solely based on the loans between academies, but rather on several findings—described more

fully in the Introduction and Chapter 3. However, LAUSD's decisions were based solely on a review that did not include the Foundation's perspective. As we indicate on page 57, without better communicating its concerns and providing the Foundation the opportunity to respond or rectify its concerns, LAUSD was not aware that the Foundation was able to repay the loans shortly after LAUSD decided to rescind its conditional renewal of the petitions for academies 6 and 7, which further supports our statement that LAUSD acted prematurely.

LAUSD has provided incomplete information regarding the review of payroll expenditures performed by VLS. In its report, VLS simply provides the amount paid by academies 6 and 7 related to obtaining and renewing U.S. visas and that several individuals benefiting from these payments did not appear on the payroll for those schools. VLS then stated that additional review and inquiry was required to determine the relationship between these individuals and the schools to assess if these were appropriate expenditures. While we recognize that LAUSD may not have designed its findings to fuel speculation, it did just that by characterizing these payments as fiscal mismanagement, as stated on page 58 noting them as "questionable or unexplained transactions," without first establishing that the Foundation had done anything wrong in incurring these expenses.

The preliminary injunction that blocked LAUSD from closing academies 6 and 7 was not a decision of the ultimate issues. Rather, on balance, the Superior Court of Los Angeles County (court) determined it was desirable to maintain the status quo—keeping the schools open—pending a final determination. Our discussion on pages 59 and 60 of the information considered by the court and its reasoning in reaching this conclusion is not "an attempt to render a ruling on a case that has already been settled." Instead, as our audit report sets forth, the court's analysis simply provides further support of our position that LAUSD acted prematurely in rescinding its conditional renewal of the petitions for academies 6 and 7.

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Cover Sheet

Item 11b Written Academic Board Report

Section: III. Items
Item: E. Item 11b Written Academic Board Report
Purpose: FYI
Submitted by:
Related Material: Item 11b Academic Report.pdf



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	11b
Date:	07.28.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Michelle Hurst-Crumpton, Chief Academic Officer
RE:	Academic Report

Proposed Board Recommendation

Information: Academic Board Report

Background:

Academic Board Report State Testing

We have received guidance that SBAC scores will be released at the end of August. We will update you as soon as we have the information.

Summer Professional Development- Leadership Professional Development -Teacher Development-

Our summer Leadership Development occurred on July 29-31, 2015. Principals were trained in the new English Language Development Standards, Common Core implementation and standards, Blended Learning, Leadership (ISLLC Standards), Rubicon Atlas, Effective Teaching for Common Core, Special Education, Finance, Academic Accountability and Coolsis.

Teacher development will begin the week of August 10, 2015 and will end on August 14, 2015. Topics will include: Blended Learning, NWEA/MAP, Atlas, McGraw Hill Curriculum Training for all core content area, Co-teaching Model, Parent Engagement, Next Generation Science Standards, Strategic Direction, ELD Training, Effective Teaching in the Common Core Classroom, and New Employee Orientation.

Curriculum

Curriculum has been ordered for each school site and schools received shipment on Friday July 31, 2015. Training for all new materials and their usage will be held the week of August 10, 2015. This training will be provided by McGraw Hill and approved vendors as necessary such as: LACOE, CSUN etc.

Budget Implications

None

Name of Staff Originator: Michelle Hurst-Crumpton