



Magnolia Public Schools

Regular Board Meeting

Date and Time

Thursday October 11, 2018 at 6:00 PM PDT

Location

MSA 3: 1254 E. Helmick St., Carson, CA 90746

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

By dialing into; 1.844.572.5683 Code: 1948435

- 940 Steward Dr. Sunnyvale, CA 94085 (Dr. Umit Yapanel)
- 1363 Ridgecrest Rd Pinole, CA 94564 (Mr. Serdar Orazov)
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- MSA-5 18230 Kittridge St., Reseda, CA 91335
- MSA-6 Dunn Drive., Los Angeles, CA 90034
- MSA-8 6411 Orchard., Bell, CA 90201

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the MPS central office. If you need special assistance to attend the meeting, please notify Barbara Torres at (213) 628-3634 x100 48 hours before the meeting to make arrangements.

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

Board Members:

Dr. Saken Sherkhanov, Chair
Mr. Haim Beliak, Vice-Chair
Dr. Umit Yapanel
Mr. Serdar Orazov
Dr. Salih Dikbas
Ms. Diane Gonzalez
Ms. Charlotte Brimmer
Ms. Sandra Covarrubias
Mr. Shohrat Geldiyev

CEO & Superintendent:
Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Pledge of Allegiance			1 m
D. Public Comments			5 m
E. Communications: Board/Superintendent			5 m
F. Approval of Agenda	Vote		1 m
G. Approval of Minutes of Regular Board Meeting from September 13, 2018	Approve Minutes		1 m
Approve minutes for Regular Board Meeting on September 13, 2018			
II. Consent Items			6:15 PM
A. Adoption of ADA 504 Transition Plans for MSA-6 and MSA-7	Vote	Facilities Committee	1 m
B. Approval of Prop 39 Energy Efficiency Grant Agreement for MSA-2	Vote	Facilities Committee	1 m
C. Approval of Prop 39 Energy Efficiency Grant Agreement for MSA-7	Vote	Facilities Committee	1 m
D. Approval of Project Change Order Requests for MSA – Santa Ana (Gymnasium Project)	Vote	Facilities Committee	1 m
E. Approval of Change Order from PrimeSource for the MSA-1 Project	Vote	Facilities Committee	1 m
F. Approval of Master Contract and Work Orders 1 & 2 for the MSA-1 Tenant Improvement Project	Vote	Facilities Committee	1 m
G. Approval of Updated MPS Bylaws	Vote	Governance/Nominating Committee	1 m
III. Action Items			6:22 PM
A. Approval of 2018-19 Compliance Monitoring and Certification of Board Compliance Review for MSA-4-8	Vote	David Yilmaz	2 m
B. Approval MSA 2 use of Reserves to Contract for the Purchase and Installation of Classroom Cameras	Vote	Patrick Ontiveros	5 m
C. Approval of 2018-19 Education Protection Account (EPA) for MSA 1- 8, Santa Ana and San Diego	Vote	Nanie Montijo	5 m
IV. Discussion Items			6:34 PM
A. Academic Updates	Discuss	E. Acar & B. Lopez	30 m
B. Enrollment Update	Discuss	E. Acar & I. Soto	10 m
C. Facility Updates	Discuss	Patrick Ontiveros	10 m

D. Update on Legal Vendors and Procedures	Discuss	Patrick Ontiveros	10 m
E. Financial Update- 2018 August Financials	Discuss	Nanie Montijo	10 m

V. Closed Session**7:44 PM**

A. Public Announcement of Closed Session	FYI	Saken Sherkhanov	1 m
B. Conference with Legal Counsel - Anticipated Litigation - One Matter	Discuss	Patrick Ontiveros	15 m
C. Public Performance Evaluation: Chief Executive Officer and Superintendent	Discuss	Saken Sherkhanov	10 m
D. Report Out From Closed Session	FYI	Saken Sherkhanov	1 m

VI. Closing Items**8:11 PM**

A. Adjourn Meeting	Vote
---------------------------	------

Cover Sheet

Approval of Minutes of Regular Board Meeting from September 13, 2018

Section:	I. Opening Items
Item:	G. Approval of Minutes of Regular Board Meeting from
September 13, 2018	
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Board Meeting on September 13, 2018

DRAFT



Magnolia Public Schools

Minutes

Regular Board Meeting

Date and Time

Thursday September 13, 2018 at 6:00 PM

Location

MSA- Santa Ana: 2840 W. 1st St., Santa Ana, CA 92703

Board Members who joined remotely participated from the following locations that remained open as remote locations:

- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- MSA-1 18238 Sherman Way, Reseda, CA 91335
- MSA-3 1254 E. Helmick St., Carson CA 90746
- MSA-4 11330 W. Graham Pl., Los Angeles, CA 90064

Board Members:

Dr. Saken Sherkhanov, Chair
Mr. Haim Beliak, Vice-Chair
Dr. Umit Yapanel
Mr. Serdar Orazov
Dr. Salih Dikbas
Ms. Diane Gonzalez
Ms. Charlotte Brimmer
Ms. Sandra Covarrubias
Mr. Shohrat Geldiyev

CEO & Superintendent:

Mr. Alfredo Rubalcava

Directors Present

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

Directors Absent

S. Orazov

I. Opening Items

A. Call the Meeting to Order

S. Sherkhanov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Sep 13, 2018 @ 6:53 PM at MSA- Santa Ana: 2840 W. 1st St., Santa Ana, CA 92703.

B. Record Attendance and Guests

Please see attendance information above.

C. Pledge of Allegiance

B. Torres, MPS Board Secretary/Executive Assistant, led the Pledge of Allegiance.

D. Public Comments

MSA- Santa Ana administration team thanked board members for visiting their site and invited them to visit again. S. Sherkhanov, MPS Board Chair, updated the Board on the meetings he had with staff and informed them on the new awarded grant from The Walton Foundation. C. Brimmer, MPS Board Member, went over the schools she visited and encouraged board members to visit the different sites. There were no other public comments.

E. Approval of Agenda

S. Sherkhanov made a motion to approve the agenda with the removal of item IIG. Approval of Project Change Order Requests for MSA- Santa Ana.

D. Gonzalez seconded the motion.

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

Roll Call

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

Item II G was removed based on Facility Committee recommendations, which recommended for staff to seek to negotiate further payment from the general contractor of the project.

F. Approval of Minutes of Regular Board Meeting from August 9th, 2018

C. Brimmer made a motion to approve minutes from the Regular Board Meeting on 08-09-18.

S. Sherkhanov seconded the motion.

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

Roll Call

S. Dikbas	Aye
S. Geldiyev	Absent
S. Sherkhanov	Abstain
C. Brimmer	Aye
H. Beliak	Aye
D. Gonzalez	Aye

U. Yapanel Aye
S. Covarrubias Aye
S. Orazov Absent

II. Consent Items

A. Approval of proposed changes to the MPS Student/Parent Handbook and policies to comply with AB 699

H. Beliak made a motion to approve the proposed changes to the MPS Student/Parent Handbook and its policies to comply with AB 699.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda, MPS Academic Committee recommended its approval.

B. LA Arts Commission Advancement Grant Matching Grant - Acceptance and Match Allocations

H. Beliak made a motion to accept the LA County Arts Commission matching grant of \$16,400 through the Advancement Grant Program.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda, MPS Academic Committee recommended its approval.

C. Approval of Scoot Education Substitute Company as an Approved Vendor

H. Beliak made a motion to approve Scoot Education Substitute Services Company to be added to the approved vendor list of MERF.

U. Yapanel seconded the motion.

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

Roll Call

D. Gonzalez Aye
S. Covarrubias Aye
S. Orazov Absent
U. Yapanel Aye
C. Brimmer Aye

S. Sherkhanov Aye
H. Beliak Aye
S. Geldiyev Aye
S. Dikbas Aye

This item was approved under the Consent Agenda.

D. MERF Formal Record of Action Resolution to Appoint the New CEO as Trustee of MPS 401k Plan

H. Beliak made a motion to approves the removal of Caprice Young as Trustee of the Magnolia Public Schools 401 (k) Plan and appoint Alfredo Rubalcava as the Trustee upon approval of the attached resolution.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda.

E. MSA-Santa Ana Dual Enrollment Partnership MOU with Santa Ana College

H. Beliak made a motion to authorize the MPS CEO and Superintendent to execute the dual enrollment agreement between Santa Ana College and Magnolia Science Academy- Santa Ana.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda, the MPS Academic Committee recommended its approval.

F. Replace Former CEO As Officer of Various Entities and to Appoint Other Officers or Agents as Needed

H. Beliak made a motion to approval the removal of Caprice Young as CEO of Magnolia Properties Management, Inc. ("MPM Inc.") and elect Alfredo Rubalcava as its new CEO, (2) the removal of Alfredo Rubalcava as Secretary of MPM Inc. and elect Patrick Ontiveros as its new Secretary, (3) the removal of Caprice Young as Agent for Service of Process for MPM Inc. and elect Patrick Ontiveros as its new Agent for Service of Process, and (4) the removal of Caprice Young as Agent for Service of Process for MPM Sherman Way LLC, MPM Santa Ana LLC, and MPM San Diego LLC, each a wholly owned subsidiary of MPM, Inc., and elect Patrick Ontiveros as each entity's new Agent for Service of Process.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda.

G. Approval of Project Change Order Requests for MSA - Santa Ana (Gymnasium Project)

This item was removed from the agenda, it will be brought back to the board after further negotiations are made.

H. Approval of Change Order for the Magnolia Science Academy-1 Project

H. Beliak made a motion to approve owner change order number 1 ("OCO 1") for the MSA 1's new construction project for \$124,557.00.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda, the MPS Facility Committee recommended its approval.

I. Approval for Additional Positions Due to Increased Enrollment at MSA-3

H. Beliak made a motion to approve increase in staffing at MSA 3 as follows: approval of one (1) part-time special education teacher aide into full time position, approval of one (1) additional full time special education teacher position, approval of Behavior Intervention Implementation Specialist Services, additional Stipends for (4) full time teachers, approval of one (1) new part-time general education teacher, additional hours for administrative assistant.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda, the MPS Finance Committee recommended its approval.

J. Approval of 2017-18 Unaudited Actuals and Review of July '18 Financials

H. Beliak made a motion to approve the Unaudited Actuals Report for Fiscal Year Ended June 30, 2018.

U. Yapanel seconded the motion.

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

Roll Call

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

This item was approved under the Consent Agenda, the MPS Finance Committee recommended its approval.

III. Action Items

A. Adoption of MSA-2 Classroom Surveillance Camera Policy

S. Keskinturk, MSA-2 Principal and D. Garner, MSA-2 Dean of Students, presented the proposed surveillance camera policy to the Board. They explained the need for the cameras and went over common practices amongst local schools. MSA-2 administrators obtained feedback from various stakeholders and incorporated the feedback when creating the policy. S. Covarrubias, MPS Board Member and MSA-2 parent, gave her feedback on the different conversations held regarding this policy. She stated that staff and parents believe this is good practice to prevent the school from going through similar situations that happened in the past regarding various incidents. Board Members stated their concerns on the policy, they requested that all staff who are given access to the footage be given prior authorization by the CEO, staff must review the footage when in pairs only, and all necessary language pertaining to the Student/Parent Handbook be directly explained in the policy. C. Brimmer, MPS Board Member, suggested that all MPS schools be notified of this implementation so they can implement at their school sites in the near future.

C. Brimmer made a motion to approve the proposed policy with the requested amendments and request of general counsel review to support and enable MSA-2's use of surveillance cameras in classrooms on their school site.

S. Covarrubias seconded the motion.

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

Roll Call

S. Sherkhanov	Aye
S. Covarrubias	Aye
D. Gonzalez	Aye
S. Orazov	Absent
S. Geldiyev	Aye
S. Dikbas	Abstain
H. Beliak	No
U. Yapanel	Aye
C. Brimmer	Aye

B. Technology Back Up Services (School Server & Workstations) for MSA 4,5,6,7,8, and San Diego

R. Monoshev, MPS IT Director, explained the technology back up services agreement to the Board. He explained the RFP process and stated that MPS received one quote. He also elaborated on why the evaluation committee recommended this particular back up service. R. Monoshev, briefly went over the budget implications and mentioned that these amounts were budgeted by the schools. Board members asked questions regarding other potential vendors and recommended that more vendors be sought for future technology items. All questions were addressed.

S. Sherkhonov made a motion to award the only received bid for the published RFP and adopt the purchase of MPS backups solutions provided by Ubistor for MSA-4, MSA-5, MSA-6, MSA-7, MSA-8, and MSA San Diego.

D. Gonzalez seconded the motion.

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

Roll Call

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

C. MPS Chromebooks RFP award for 2018-19 Fiscal Year

R. Monoshev, MPS IT Director, explained the Chromebook purchase to the Board and went over the evaluation matrix and the negotiation process. Staff's recommendation was to use Staples Business as the vendor. He explained the purchase was needed to replace the broken units and to obtain new units to address the enrollment increase. R. Monoshev went over the RFP and stated that six different quotes were received. All questions were addressed.

H. Beliak made a motion to approve to award the winning bid according to vendor evaluation matrix and adopt the purchase of Chromebooks for Magnolia Science Academy(MSA)-8 and MSA San Diego operating within the approved budgeted amounts. Should there be a similar need for any other Magnolia Public Schools(MPS), the approved vendor, machine model, and price will be used between dates September 13th , 2018 – June 30th, 2019.

C. Brimmer seconded the motion.

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

Roll Call

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

D. Reorganization of MPS Board Committees

S. Sherkhonov, MPS Board Chair, explained to the Board the concerns that were shared with him regarding the composition of the MPS Facilities Committee. He

discussed with the Board the importance of this committee due to the multiple ongoing projects. The Board decided that adding an alternate committee member to this committee was a good idea for now.

U. Yapanel made a motion to approve to add S. Sherkhanov, MPS Board Chair, as the alternate Facility Committee member.

D. Gonzalez seconded the motion.

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

Roll Call

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

IV. Discussion Items

A. Academic Updates on Board Requested Follow-Ups

Presentation of this item was postponed until the next Board meeting.

B. Enrollment Update and Strategies for 2018-19

I. Soto, Director of Partnerships, presented the current enrollment numbers versus the projected numbers. He explained the marketing strategies and went over which schools needed the most support. H. Beliak, MPS Board Member, gave his input on the strategies and presented a possible plan to attract all demographics. There will be a followup enrollment update at the next board meeting.

C. Finance Updates Regarding Board Requests

Presentation of this item was postponed until the next Board meeting.

D. Facility Updates

Presentation of this item was postponed until the next Board meeting.

E. Update on Legal Vendors and Procedures

Presentation of this item was postponed until the next Board meeting.

F. Brown Act Training

The Brown Act training was conducted by Kristine Kwong from Musick, Peeler and Garrett, LLP(MPG). All MPS Board Members participated except S. Orazov.

V. Closed Session

A. Public Announcement of Closed Session

S. Sherkhanov, MPS Board Chair, announced in Open Session that Board Members would go into Closed Session to discuss two matters under anticipated litigation and the public performance evaluation of the Chief External Officer and Superintendent of Magnolia Public Schools.

B. Conference with Legal Counsel - Anticipated Litigation - Two Matters

The Board discussed this item in Closed Session.

C. Public Performance Evaluation: Chief Executive Officer and Superintendent

The Board discussed this item in Closed Session.

D. Report Out From Closed Session

S. Sherkhanov, MPS Board Chair, announced that the board discussed the above mentioned items in Closed Session and no actions taken.

VI. 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 11:03 PM.

Respectfully Submitted,
S. Sherkhanov

Cover Sheet

Adoption of ADA 504 Transition Plans for MSA-6 and MSA-7

Section: II. Consent Items
Item: A. Adoption of ADA 504 Transition Plans for MSA-6 and MSA-7
Purpose: Vote
Submitted by:
Related Material: II A ADA 504 Transition Plan.pdf



Board Agenda Item #:	II A- Consent Item
Date:	October 11, 2018
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Adoption of ADA 504 Transition Plans for MSA-6 and MSA-7

I. Proposed Committee Recommendation

Staff recommends that the Board of Directors of MPS (the “**MPS Board**”) approve and adopt the ADA 504 Transition Plans for MSA-6 and MSA-7.

II. Background

A. Project Background

The Los Angeles Unified School District contacted MPS in late 2017/early 2018 regarding MSA-6 and MSA-7 to indicate that “*charter schools operating on private sites shall develop Transition and Self-Evaluation plans noting barriers to accessibility and the plan to remove and/or eliminate said barriers within a reasonable timeframe in the Transition Plan and noting intentional or unintentional policies or practices which discriminate against people with disabilities...*”

MPS Staff issued an RFP for the services of a Certified Access Specialist on or about February 9, 2018. The RFP was both forwarded to specific CASps and was published on the websites of MPS, MSA-6 and MSA-7. Three (3) proposals were received. After evaluating the three (3) proposals received, MPS Staff elected to hire CaliCASp. MPS signed a Professional Services Agreement as of February 22, 2018 by and between Magnolia Educational & Research Foundation dba Magnolia Public Schools Mark Anderson Architects, Inc. dba CALI CASp for professional services in connection with developing a “transition plan” for each of MSA-6 and MSA-7.



CALI CASp completed an investigation of each location and identified the accessibility issues with each site. It produced a draft 504 Transition Plan (the “**Plan**”). In order to finalize the Plan MPS Staff sought feedback from various parties—immediate stakeholders such as parents, teachers and staff and two (2) external parties, the Braille Institute Los Angeles and The Center of Achievement for the Physically Disabled, CSU Northridge. In addition notices regarding the preparation of the Plan for each school were posted on and around each school.

B. The Final Transition Plan

After carefully evaluating responses from stakeholders, CALI CASp prepared a final draft of the Plan. The final Plan, proposed to be approved by the Facilities Committee and recommended for approval by the full MPS Board is attached as Exhibit A. The full investigation report prepared by CALI CASp, because of its size, is not included with this report but is available upon request from Patrick Ontiveros.

III. Budget Impacts

In the short term, there is no budget impact to adoption of the final Plan. The law does not require a school to immediately implement mitigation measures. In the interim, as detailed in the final Plan “no cost” measures can be taken to increase accessibility at each site. Eventually (that is, in five years), however, each school may either have to relocate or implement mitigation measures. At MSA-7, using Charter School Facility Incentive Grant (“**CSFIG**”) money, MPS has implemented some measures to address some of the accessibility issues.

Exhibits (attachments):

504 Transition Plan



Exhibit A

504 Transition Plan for MSA-6 and MSA-7



1.0 Introduction

This is the Magnolia Public Schools 504 Transition Plan as relates to Magnolia Science Academy 6 and Magnolia Science Academy 7. This document was prepared as a part of the District's ongoing commitment to the full inclusion of individuals with qualified disabilities, to fulfill obligations under Section 504 of the Rehabilitation Act of 1973, as well as obligations to perform Readily Achievable Barrier Removal under Title III of the Americans with Disabilities Act of 1990.

1.1 Rehabilitation Act of 1973

The Rehabilitation Act prohibits discrimination on the basis of disability in programs conducted by Federal agencies, in programs receiving Federal financial assistance, in Federal employment, and in the employment practices of Federal contractors.

There was some dispute initially as to the reach of this law. In the ruling on *Grove City College v. Bell*, the Supreme Court issued a narrow interpretation. The U.S. Congress responded to by passing the Civil Rights Restoration Act of 1987 (CRRRA) over the veto of President Ronald Reagan. The CRRRA specified that recipients of federal funds must comply with civil rights laws in all areas and not just in the particular program or area that received federal funding. The Department of Education had held a similar administrative interpretation but formally adopted regulatory language that went into effect December 13, 2000 that reinforced the broad interpretation. [Federal Register Vol 65, No 219, November 13, 2000] In the adopted regulations, the Department crafted a statutory definition that regulated four broad categories of recipients:

- (1) State or local governmental entities.
- (2) Colleges, universities, other postsecondary educational institutions, public systems of higher education, local educational agencies (LEAs), systems of vocational education, and other school systems.
- (3) Private entities, such as corporations, partnerships, and sole proprietorships, including those whose principal business is providing education.
- (4) Entities that are established by a combination of two or more of the first three types of entities.

Under the third part of the definition, in the case of private entities not already listed under the second part of the definition, if the federally assisted entity or organization is principally engaged in the business of education (or health care, housing, social services, or parks and recreation), then the entire corporation, partnership, or other private organization or sole proprietorship is the covered "program or activity" or "program." For example, if an individual elementary or secondary school that is neither part of an LEA nor part of an assisted private "school system" receives financial assistance from the Department, the school will be covered on an institution-wide basis under this portion of the definition of "program or activity" or "program" because it is an entity principally engaged in the business of



providing education. For example, if a proprietary trade school receives student financial assistance from the Department, all of its operations are covered by the nondiscrimination requirements of the regulations.

Also under the third part of the definition, if a private entity is not principally engaged in the business of education (or health care, housing, social services, or parks and recreation) and the Department extends financial assistance to the private entity "as a whole," all of the private entity's operations at all of its locations would be covered. If the Department were to extend general assistance, that is, assistance that is not designated for a particular purpose, to this type of corporation or other private entity, that would be considered financial assistance to the private entity "as a whole." In other instances in which the geographically separate facility receives assistance under the third part of this definition, the coverage would be limited to the geographically separate facility that receives the assistance.

1.1.1 Section 504

Section 504 of the Rehabilitation Act states that "no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under" any program or activity that either receives Federal financial assistance or is conducted by any Executive agency or the United States Postal Service. Magnolia Public Schools receives funding that originates from the Department of Education.

Department of Health, Education and Welfare (HEW) was selected as the lead federal agency to develop regulations to implement Section 504 and all other federal agencies adopted regulations from that prototype which HEW Secretary Joseph Califano signed into law on April 28, 1977.

The regulations require funding recipients to operate programs or activities so that, when each part of the program is viewed in its entirety, it is readily accessible to persons with disabilities. If it is necessary to make structural changes to facilities, the recipient must develop a Transition Plan setting forth the steps necessary to complete such changes and then execute the plan. HEW gave recipients three years to make facilities accessible. However, within six months of the regulations, these recipients needed to develop a Transition Plan which analyzes their current facilities and sets forth necessary steps to make the facilities accessible within three years.

The plan must be developed with the assistance of interested persons, including people with disabilities or organizations representing people with disabilities. A copy of the transition plan must be made available for public inspection and contain – at a minimum – the following elements [34 CFR 104.22(e)]:

1. Identify physical obstacles in the recipient's facilities that limit the accessibility of its programs or activities to people with disabilities;



2. Describe in detail the methods that will be used to make the facilities accessible;
3. Schedule for taking the steps necessary to achieve full accessibility. If the period of the Transition Plan is longer than one year, one must identify the steps that will be taken during each year of the transition plan; and
4. Indicate the person responsible for implementation of the plan.

An important consideration is that the accessibility requirement applies to each program or activity “when viewed in its entirety”. One does not need to have every building accessible as long as each program as a whole is accessible and accessible features are adequately integrated into the programs to avoid segregating students with disabilities.

1.2 Americans with Disabilities Act (ADA)

The ADA prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. It also applies to the United States Congress.

Title III of the ADA Standards rule-made by the U.S. Department of Justice cover businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities –such as restaurants, retail stores, private schools, convention centers, doctors' offices, homeless shelters, and recreation facilities such as sports stadiums and fitness clubs.

In addition to complying with architectural standards for new and altered buildings, Public Accommodations must remove barriers where such removal is readily achievable [28 CFR Part 36, Sec. 36.304]. “Readily Achievable” means something that is easily accomplishable and able to be carried out without much difficulty or expense. What is difficult or expensive is differs from organization to organization and is determined on a case-by-case basis in light of the nature and cost of the barrier removal and the resources available. In determining whether a proposed barrier removal is readily achievable, one must consider various factors including:

- (1) The nature and cost of the action needed;
- (2) The overall financial resources of the site or sites involved in the action; the number of persons employed at the site; the effect on expenses and resources; legitimate safety requirements that are necessary for safe operation, including crime prevention measures; or the impact otherwise of the action upon the operation of the site;
- (3) The geographic separateness, and the administrative or fiscal relationship of the site or sites in question to any parent corporation or entity;
- (4) If applicable, the overall financial resources of any parent corporation or entity; the overall size of the parent corporation or entity with respect to the number of its employees; the number, type, and location of its facilities; and



- (5) If applicable, the type of operation or operations of any parent corporation or entity, including the composition, structure, and functions of the workforce of the parent corporation or entity.

[28 CFR Part 36, Sec. 36.304]

If removal of barriers is not readily achievable, alternative methods must be used to accommodate persons with disabilities if those methods are readily achievable. [28 CFR Part 36, Sec. 36.305] This document does not include consideration of whether given barriers are readily achievable.

On Friday, July 23rd, 2010, United States Attorney General Eric Holder signed final regulations revising the Department's ADA regulations, including its ADA Standards for Accessible Design. The 1991 ADA Standards and Uniform Federal Accessibility Standards (UFAS) were replaced by the 2010 ADA Standards. Published on September 15, 2010 with minor corrections made on March 11, 2011, the 2010 ADA Standards became mandatory on March 15, 2012. Projects regulated under the ADA as Public Accommodations or as Commercial Facilities that didn't have a completed building application accepted by applicable jurisdictions prior to March 15, 2012 had to comply with these new rules.

Facilities that complied with either the 1991 ADA Standards or UFAS were not required upgrade due to incremental changes in the Standards unless renovations occur. That was the "Safe Harbor" Provision but there was an exception for facilities that the Department saw as newly regulated and were thus being regulated retroactively to comply with the 2010 ADA Standards:

- Residential facilities and dwelling units, [ADA 233 and 809]
- Amusement Rides [ADA 234 and 1002; 206.2.9; 216.12]
- Recreational boating facilities [ADA 235 and 1003; 206.2.10]
- Exercise machines and equipment [ADA 236 and 1004; 206.2.13]
- Fishing piers and platforms [ADA 237 and 1005; 206.2.14]
- Golf facilities [ADA 238 and 1006; 206.2.15]
- Miniature golf facilities [ADA 239 and 1007; 206.2.16]
- Play areas [ADA 240 and 1008; 206.2.17]
- Saunas and steam rooms [ADA 241 and 612]
- Swimming pools, wading pools, and spas [ADA 242 and 1009]
- Shooting facilities with firing positions [ADA 243 and 1010]
- Miscellaneous
 - Team or player seating [ADA 221.2.1.4]
 - Accessible route to bowling lanes [ADA 206.2.11]
 - Accessible route in court sports facilities [ADA 206.2.12]

2.0 Priorities

The Department of Education requires that recipients shall give priority to those methods that serve individuals with disabilities in the most integrated setting appropriate. [36 CFR 104.22(b)] The ADA regulations are similar [28 CFR 36.203]. With integration and equal opportunity foremost in mind, the



District shall give priority to facilities that have the highest occurrence. Facilities with a focus on serving qualified individuals with disabilities will also be a priority. The order of priority shall be as follows:

- 1) Facilities Common to all Students, Caregivers and Visitors
 - a. Public Parking, Loading Zone(s) and Paths to the Primary Entrance(s)
 - b. Reunion Gates, School Lobby and Similar Spaces
- 2) Academic Setting [34 CFR 104.34(a)]
 - a. Classrooms and Disability Support Service Spaces
 - b. Assembly Spaces, Libraries
- 3) Non-Academic Settings [34 CFR 104.34(b)]
 - a. Meals
 - b. Recess Areas
 - c. Restrooms, Drinking Fountains and Changing Rooms
 - d. Counseling Services
 - e. Physical Recreational Athletics
 - f. Transportation
 - g. Health services
 - h. Recreational Activities
 - i. Special interest groups or clubs sponsored by the recipients
 - j. Referrals to agencies which provide assistance to handicapped persons
 - k. Employment of Students, including both employment by the recipient and assistance in making available outside employment

Many buildings have spaces of differing types. For example, instructional buildings are apt to also have instructor prep spaces, break rooms and restrooms. In such facilities, different parts of the building will be of different priority than other parts.

Each of the facility groups described above shall be further prioritized in the order established by the Department of Justice in ADA regulations [28 CFR 36.304(c)]

- a) Building Access - Provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, widening entrances, and providing accessible parking spaces.
- b) Interior Program Access - Provide access to the areas where goods and services are furnished. These measures include, for example, providing signage with Braille and raised text, widening doors, providing visual alarms, and installing ramps.
- c) Restrooms - Provide access to at least one restroom for each sex or a single unisex restroom where there aren't separate restrooms for each sex. These measures include, for example, widening of doors, installation of ramps, providing accessible signage, widening of toilet stalls, and installation of grab bars.
- d) Take any other measures necessary to provide access to the goods, services, facilities, privileges, advantages, or accommodations. These may include telephones, drinking fountains, and other amenities.



3.0 Methods of Creating Program Accessibility and Removing Barriers

The District shall ensure that no qualified person shall be denied benefits of, be excluded from participation in, or otherwise be subjected to discrimination due to facilities that are inaccessible to or unusable by people with disabilities. Further, the District shall operate its programs and activities so that when each part is viewed in its entirety, it is readily accessible to people with disabilities. This view of the totality of activities, as regulated by Department of Education [34 CFR 104.22(a)], does not give rise to a need to make every part of a facility accessible. Accordingly, the District's resources shall be applied to improvement of facilities as follows:

- Places where programs and activities are delivered
 - Student Environments
 - Public Spaces
- Accessible circulation connecting all accessible elements and spaces
- Circulation-Related signage
 - Identifying where accessible circulation and general circulation diverge
 - Communicating room names in Braille and tactile text
- Outlets, Switches and Controls to the extent provided as part of programs and activities
 - Elements of an accessible student workstation
 - Light switches in single-occupant rooms (ie, single toilet restrooms)

3.1 Schedule

In consideration of the fact that each of these properties are not owned but leased by the District, the District adopts that it shall, within three years of the adoption of this plan, enter into lease negotiations and execute a new lease for a facility that shall meet all construction-related accessibility standards within ten years of the adoption of this plan.

Certain work at MSA-7 shall occur earlier than that:

- Some restroom upgrades which would provide ADA accessible restrooms for both students and adults. (36 months)
- Removing sand area and substitute a proper play surface. (30 months)
- Replacing most classroom door handles with compliant lever locksets. Deadbolts used by staff in the case of a lockdown shall remain. (30 months)

3.2 Interim Measures

Physical barriers to program access can often be temporarily mitigated using programmatic solutions. These interim solutions include but are not limited to the following types of policies and programs:

- Leasing compliant portable classrooms and portable restrooms to create accessible options.



- Reassign, at the request of a student with a disability or faculty member, a class originally scheduled in a classroom with barriers to that individual or temporarily staffing that facility with individuals to assist disabled students.
- Developing a School Orientation Program for Students with Visual Impairment. The purpose of the Orientation Program would be to assist students in understanding where important facilities are, including but not limited to, Dining Buildings, Academic Buildings, and Individual Classrooms when tactile room identification isn't provided for the student's class.
- Making accommodations, as appropriate to individual needs.

4.0 Responsible Party

Magnolia Public Schools employs several individuals whose roles include issues related to accessibility for the disabled community. The University Administrator ultimately responsible for the implementation of the Transition Plan is Patrick Anton C. Ontiveros, Esq.

5.0 Public Input

Magnolia Public Schools is required to provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the Transition Plan by submitting comments and that a copy of the Transition Plan shall be made available for public inspection. The University shall maintain a copy of the Transition Plan at 250 E. 1st Street, Suite 1500 Los Angeles, CA 90012. Additionally, the district has solicited commentary through direct outreach in four ways:

- Posting public notices.
- Sending letters to public agencies, organizations, and individuals with disabilities requesting input on prioritizing current and future needs.
- Circulating a survey of facility users.

Cover Sheet

Approval of Prop 39 Energy Efficiency Grant Agreement for MSA-2

Section:	II. Consent Items
Item:	B. Approval of Prop 39 Energy Efficiency Grant Agreement for
MSA-2	
Purpose:	Vote
Submitted by:	
Related Material:	II B HVAC Contract for MSA2 (Prop 39 EEG).pdf



Board Agenda Item #:	II B – Consent Item
Date:	October 11, 2018
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Construction Agreement for MSA-2 to Make HVAC Upgrades Using MSA-2’s Prop 39 Energy Efficiency Grant From the State of California

I. Proposed Committee Recommendation

Staff recommends that the Board of Directors of MPS (the “**MPS Board**”) approve, the agreement between MPS and Highlands Diversified, Inc. dba Highlands Trade, attached as Exhibit A, for the installation of new HVAC units at MSA-2’s campus located at 17125 Victory Boulevard in Van Nuys (the “**Project**”). The Project will be paid for solely from the Prop 39 energy efficiency grant received by MPS for the benefit of MSA-2.

II. Background

A. Prop 39 Background

MPS applied for and received grants for its schools under the Proposition 39 California Clean Energy Jobs Act (“**Prop 39**”), a state program providing funding to local educational agencies for improving energy efficiency and creating clean energy jobs. Under Prop 39, MSA-2 received funding of **\$271,059**. According to Prop 39 rules and regulations, Prop 39 projects must be under contract by June 30, 2019. Otherwise, Prop 39 funds received must be returned to the State of California.

MPS signed an agreement with First Note Finance (“**FNF**”) to manage MPS’s Prop 39 projects. FNF is only paid if and when projects are completed. After the payment of fees to FNF



of **\$27,218** under its contract, a balance of **\$243,840** remains to be spent on various energy efficiency projects for MSA-2.

B. MSA-2 Co-Location Use Agreement

MSA-2 leases space on the Los Angeles Unified School District (“LAUSD”) owned Birmingham campus. As such, MPS was required to seek additional approvals from LAUSD to perform the proposed HVAC upgrades. For example, LAUSD required a review of the equipment to be installed to confirm it conformed to its standards. LAUSD has provided its approvals.

C. Procurement

On MPS’s behalf FNF issued an RFP to various vendors for the Project. See RFP attached as Exhibit B. Four bids were received. FNF and Mr. Ontiveros reviewed the bids and determined that Highlands Trades’s bid of **\$205,079.26** represented the best value to MPS and MSA-2.

D. The Agreement

The proposed Agreement between MPS and Highlands Trade Partners has been reviewed by MPS’s general counsel and found to be acceptable.

III. Budget Impacts

Since the Project will be paid entirely from the Prop 39 funds already received by MPS, there is no budget impact to either MSA-2 or MPS.

Exhibits (attachments):

- A. Agreement between MPS and Highlands Trade Partners*
- B. RFP*



Exhibit A

Agreement between MPS and Highlands Trade Partners

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 8th day of August, 2018.

B E T W E E N the Owner:

Magnolia Science Academy 2
17125 Victory Boulevard
Van Nuys, CA 91406

and the Contractor:

Highlands Diversified, Inc. dba Highlands Trade
Partners 5114 E. Clinton Way #111
Fresno, CA 93727 Tel: (559) 455 – 1700 ext. 102

the Project is:

Magnolia Science Academy 2
17125 Victory Boulevard
Van Nuys, CA 91406

The Owner and Contractor agree as follows.

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18**ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of ten (10) Wall Mounted Heat Pump Systems and ten (10) programmable, networking, smart thermostats. These replacement units shall be 11.0 EER and 14.0 IPLV or better, and will replace (10) existing Wall Mounted Heat Pump units located on the portable classrooms. All units include isolation curbs, sound attenuators, CO2 sensors, Bard guards, and IAQ Controllers.

The project is to be implemented as soon as possible as determined by school client. The project includes development of all documentation required for permit from the local jurisdiction and a full one (1) year replacement labor warranty and warranty to commence upon startup of equipment. The contractor includes a one (1) year warranty period, dated from date of Substantial Completion and must meet requirements of the Los Angeles Unified School District.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT**4.1 CONTRACT SUM**

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

ARTICLE 6 THE CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Contractor shall pay for the building permit and final inspection. Owner shall pay other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with Magnolia pupils until such time as Contractor has verified in writing to the Magnolia Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE**11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

Worker's Compensation and Employer's Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18**12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 2

Highlands Trade Partners

President & CEO (Signature)

CONTRACTOR (Signature)

By: Patrick Ontiveros

By: Leonel Alvarado

Its: Director of Facilities

Its: President

861507

License Number

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

**Form of TASK ORDER
Exhibit A**

Scope of Work and Schedule

Facility: Magnolia Science Academy 2

Address: 17125 Victory Boulevard, Van Nuys, CA 91406

Primary Contact for Site: Patrick Ontiveros, Tel: (213) 628-3634; Email:
pontiveros@magnoliapublicschools.org

Project Manager Name and Contact Info:

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email:
James@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email:
Amanda@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

Frank Kaiser, Highlands Trade Partners, Cell: (559) 978-3876; Email:
fkaiser@highlandstraes.com

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18**Scope of Work Narrative:**

This project includes the turnkey (Design-Build) Engineering, Design, Electrical, permitting, Installation, and Commissioning Support of ten (10) Bard Wall Mounted Heat Pumps and ten (10) Bard programmable, networking, smart thermostats.

The unit replacements must meet a minimum efficiency 11.0 EER and 14.0 IPLV. All units include isolation curbs, sound attenuators, CO2 sensors, Bard guards, and IAQ Controllers. The contractor includes a one (1) year warranty period, dated from date of Substantial Completion and meets requirements of the Los Angeles Unified School District.

Additionally, the kWh savings in the CEC approved plan for this scope is 39,086 kWh/year. The energy savings of the project shall be within 15% of 39,086 kWh/year.

	(1) 4 ton Wall Mounted Heat Pump	(8) 3.5 ton Wall Mounted Heat Pumps	(1) 2 ton Wall Mounted Heat Pump
Manufacturer	Bard	Bard	Bard
Model Number	C48H1-B0ZVP4XXX	C42H1-A0ZVP4XXX	C24H1-A0ZVP4XXX
Efficiency (EER and IPLV)	11.00 EER and 15.0 IPLV	11.0 EER and 14.7 IPLV	11.00 EER and 14.3 IPLV

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

First Note Finance *inc*
Energy Savings Made Simple

**Bid Form - Schedule of Values – Magnolia Science Academy 2, HVAC**

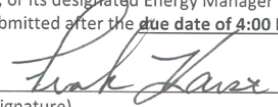
For your bid to be accepted as responsive, all blanks in both tables below must be filled in with a price, or "N/A", or "included". Leaving blanks may result in your bid being rejected.

Base Bid includes LAUSD Required Equipment

17125 Victory Blvd.

		Total
1	Prepare and Submit Feasibility Study	\$6,184.00
2	Obtain Engineering and Permits	\$6,844.00
3	Secure and Assist with Collection of Rebates & Incentives	\$0.00
4	Replace (10) Wall Mounted Heat Pumps	\$164,077.26
5	Install (10) programmable, networking, smart thermostats	\$6,504.00
6	Removal/Disposal	\$1,100.00
7	Repair & Seal Ductwork	\$5,680.00
8	System Commissioning	\$7,800.00
9	Other Costs	\$6,890.00
	Fixed Turnkey Price, 17125 Victory Blvd.	\$ 205,079.26

Certification: I, (name) Frank Kaiser, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 2), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after the **due date of 4:00 PM on March 26, 2018.**


(signature)
General Superintendent
(title)

8/8/18
(date)

Please submit your bid via email attachment on or before the date and time due to
Amanda@FirstNoteFinance.com

This bid includes: (1) 4-ton Wall Mount Heat Pumps, (8) 3.5-ton Wall Mount Heat Pumps and (1) 2-ton Wall Mounted Heat Pumps. All units include Isolation curbs, sound attenuators, CO2 Sensors, Bard Guards and IAQ Controller.

Equipment pricing is based off of Geary Pacific/Bard and the information they have obtained through LAUSD Specifications. A representative from Geary Pacific/Bard was at the job walk and obtained equipment information directly from Magnolia Science Academy 2.

26-Feb-18

First Note Finance *inc*

8

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

Magnolia Science Academy 2 Project Narrative

- *Total duration of project to (6) working days*
- *Day 1: Disconnect and remove (2) existing wall mount units and (2) thermostats. Start, test and clean up job site.*
- *Day 2: Disconnect and remove (2) existing wall mount units and (2) thermostats. Start, test and clean up job site.*
- *Day 3: Disconnect and remove (2) existing wall mount units and (2) thermostats. Start, test and clean up job site.*
- *Day 4: Disconnect and remove (2) existing wall mount units and (2) thermostats. Start, test and clean up job site.*
- *Day 5: Disconnect and remove (2) existing wall mount units and (2) thermostats. Start, test and clean up job site.*
- *Day 6: Final walk through with First Note Finance and school representative.*

*****Timeline may change based on weather delays, arrival of equipment, or any unforeseen issues on jobsite.*

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18



5114 East Clinton Way, #111
Fresno, California 93727
Phone: 559-455-1700
Fax 559-455-1711
CDGS DVBE #0043397

California State Contractor's License #861507

Date: March 26, 2018

Magnolia Science Academy 2
17125 Victory Boulevard
Van Nuys, CA 91406

Attention: Steven Keskinturk
Reference: Magnolia Science Academy 2
Subject: Warranty Letter

Dear Steven,

Highlands Diversified Inc. dba Highlands Trade Partners will repair or replace any or all work, that may prove defective or fail to conform to Contract requirements, workmanship and materials; together with any other work which may be displaced, damaged or marred in so doing, all without any additional expense to Contractor, ordinary wear and tear and unusual abuse or neglected excepted. All warranties, unless greater requirements are otherwise stipulated in the Contract Documents, shall be for one (1) year period, dated from date of Substantial Completion.

Warrant: Magnolia Science Academy 2
Project: Prop 39 HVAC Implementation
Address: 17125 Victory Boulevard, Van Nuys, CA 91406
Date: 3/26/2018

We hereby warrant the performed scope of work in accordance with Contract Documents and that the work provided will fulfill the requirements of the warranty. We agree to repair or replace any or all our work that may prove to be defective in its workmanship, materials, or fail to conform to Contract requirements together with any other work which may be damaged or displaced by so doing within a period of one (1) year from date of Substantial Completion of the above-named Project by Highlands Diversified, Inc. dba Highlands Trade Partners, without any expense to the said Contractor, ordinary wear and tear and unusual abuse or neglect excepted. In the event of our failure to comply with the above-mentioned conditions within thirty (30) days after being notified in writing by the Contractor, we collectively or separately do hereby authorize the Contractor to proceed to have said defects repaired and made good at our expense and we will honor and pay costs and charges therefore upon demand.

Dated: _____ Dated: _____

By: _____ By: _____

5114 E. Clinton Way, Suite #111 Fresno, CA 93727

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

CONTRACTOR will install the following equipment, and ensure that the 11.0 EER and 14.0 IPLV specification for each system is validated with an ARI certificate.

Project Budget: \$ 205,079.26

The project budget includes all costs of all contractors, including mechanical, electrical, permits, materials, supplies, demolition... everything.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR. Please see link below for a comprehensive set of project cut sheets.

<https://www.dropbox.com/sh/dcdysv5w1rqfzk/AABkkuc6xCUWseJS0c7Uvstua?dl=0>

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18**Exhibit B****Price and Payment Terms**

Fixed Turnkey Price: \$ 205,079.26

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead.)

Payment Terms:

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

Project Milestone	% Completed	Amount
Installation Complete, Warranty, & O&M Manual	100%	\$ 205,079.26

Contract for HVAC Project – Highlands Trade Partners and Magnolia Science Academy 2 8/8/18

Exhibit C

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit B

Request for Proposal



HVAC Contractor Statement of Work – Request for Proposals

Magnolia Science Academy 2

17125 Victory Blvd, Van Nuys, CA 91406-5455

Replace HVAC Systems, Duct Repair and Sealing,

February 26, 2018

This document is an invitation to qualified HVAC contracting firms to bid on the turnkey (Design-Build) Engineering, Design, Electrical, Permitting, Installation, and Commissioning Support of sixteen (16) wall mounted heat pump units and sixteen (16) programmable, networking, smart thermostats. This document and all submittals will become a contract exhibit for the successful bidder. The HVAC project is intended to be undertaken as soon as possible or in Summer Break 2018 as TBD by school client. Funding has been approved under California Proposition 39, and the total cost of the HVAC system retrofit will need to fall within the State-approved budget for the included energy efficiency measures.

Clients: Magnolia Science Academy 2, 17125 Victory Boulevard, Van Nuys, CA 91406.
Steven Keskinturk, Principal

Energy Manager: First Note Finance *inc.*, 831 Pomona Ave, Coronado, CA 92118
Amanda Kielian & Chris Ing, Energy Managers
Amanda@FirstNoteFinance.com ; Chris@FirstNoteFinance.com

Local Jurisdiction: City of Los Angeles Department of Building and Safety, 6262 Van Nuys Blvd, 2nd Floor, Rm. 251, Van Nuys, CA 91401, Tel: (213) 473-3231

Contractor Pre-Bid Walk-Through: Wednesday, March 14, 2018. All bidding contractors will survey the premises at one time at **2:00 PM**, 17125 Victory Boulevard, Van Nuys, CA 91406. Parking lot can be accessed from Haynes Street off Balboa Blvd. This will be the only opportunity to survey the premises before proposals are due. **Please RSVP at Amanda@FirstNoteFinance.com**

Questions and Answers: Bidder questions shall be submitted by electronic mail by close of business on **March 19, 2018**. Answers to all questions will be provided in writing to all interested parties on or before **March 22, 2018**. Please send questions to Amanda@FirstNoteFinance.com

Proposal Due Date: March 26th, 2018, 4:00 PM. Please read and follow carefully all instructions on the *Bid Submittal Requirements* and *Bid Form and Schedule of Values*.

Facilities and Layout

HVAC system replacements for the main building are included in this RFP. These include the following units:

LEA (e.g. school)	Street Address	Floor Area (sf)	Inst. Schedule
Magnolia Science Academy 2	17125 Victory Blvd, Van Nuys	16,235	Summer Break 2018


Equipment Scheduled for Replacement

Building	Serving	System (Existing)	Quantity	Estimated Capacity (Existing)	Replacement Efficiency (Minimum)
P-20	Rm. P21	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-20	Rm. P22	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-20	Rm. P23	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-30	Rm. P31	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-30	Rm. P32	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-30	Rm. P33	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-40	Rm. P41	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-40	Rm. P42	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-50	Rm. P51	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-50	Rm. P52	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-11-14	Rm. P11	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-11-14	Rm. P12	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-11-14	Rm. P13	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-11-14	Rm. P14	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-10	Rm. P10	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV
P-60	Rm. P61(Teachers' Lounge)	Wall Mounted HP Bard WH491-BOZ	1	4 Tons	11.0 EER and 14.0 IPLV

Note: Selected contractor shall verify system capacity before ordering replacement equipment.

Minimum Efficiency Specification: All replacement heat pump systems shall be SEER-15 or better. All replacement rooftop packaged AC systems shall be SEER 14 or better. All replacement mini-split heat pump systems shall be SEER-18 or better. All replacement wall mounted AC and heat pump units shall be 11.0 EER at full load and have a minimum Integrated Part Load Value (IPLV) of 14.0. Condensing furnaces shall be AFUE 0.92 or better. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better.

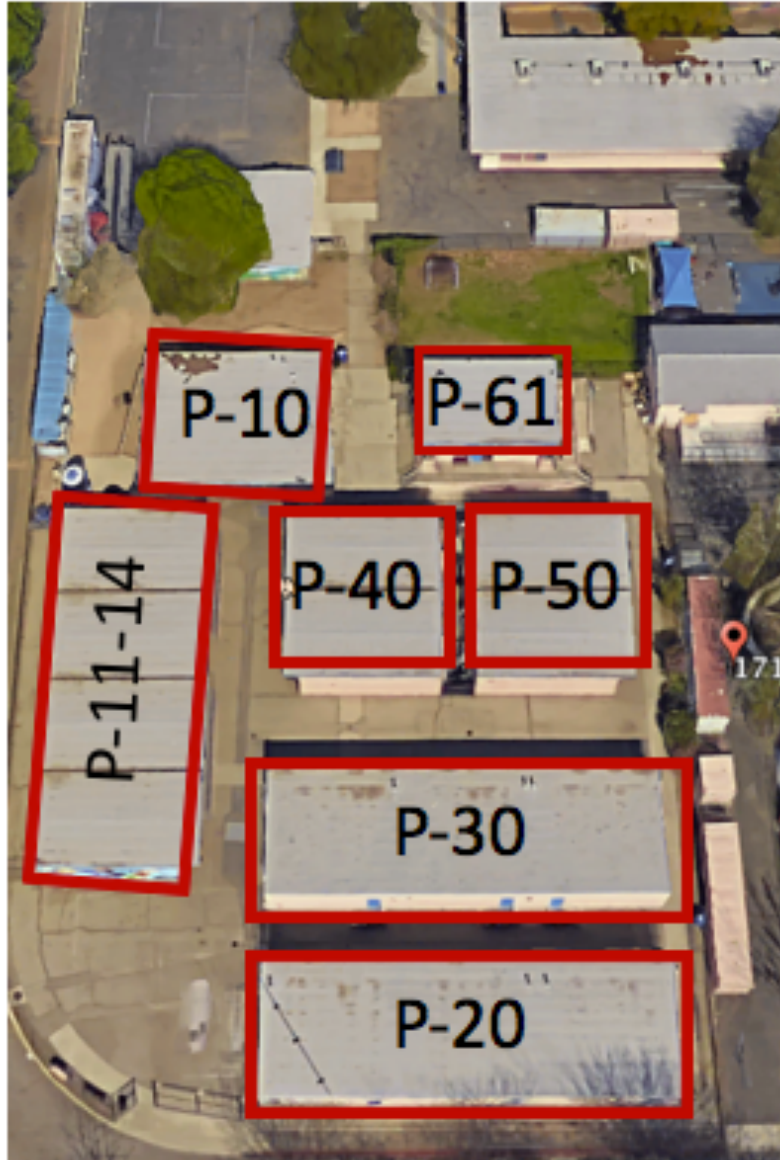
Thermostats: Contractor shall install (16) programmable, networking, smart thermostats.



Schedule Summary

Facilities Pre-Bid Walk-Through:	Wednesday, March 14, 2018, 2:00 PM PST
RFP Questions Due:	Monday, March 19, 2018, 4:00 PM PST
RFP Answers Provided:	Thursday, March 22, 2018, 4:00 PM PST
RFP Proposals Due:	Monday, March 26, 2018, 4:00 PM PST
Contractor Selection:	Approx. March 26, 2018
Contracting:	Week of March 26, 2018
Installation:	Summer Break 2018







Preliminary Discussion

HVAC Inventory: An onsite survey performed by First Note Finance resulted in a comprehensive HVAC equipment inventory. Only some of the equipment inventoried is scheduled for replacement, and these units are identified in the tables on page 2. Bids shall be based on this inventory with regard to equipment quantities, types and sizes. Prospective bidders should also field-verify existing equipment to ensure inventory accuracy.

Responsiveness: Your complete and responsive bid is requested. Bids that are not responsive or incomplete, or are submitted after the due date and time, will be rejected. For your bid to be considered responsive and complete, the following turnkey services are required, and shall be accepted by the building owner (Client).

Best Value: Price of the HVAC retrofit is important. A responsive bid will be evaluated based on the price submitted, and whether it meets the budget parameters of the approved Proposition 39 funding. However, price is not the only consideration. Bids will also be evaluated based on the (perceived) quality of materials and equipment, warranty considerations, and company reputation, track record, and project references. The Client will choose the successful bidder and a contract awarded based on its own calculation of Best Value, at its sole discretion. The Client's decision will be final and Client withholds the right to reject any and all bids received without explanation.

Prevailing Wage: These projects are funded in whole or in part using Proposition 39 Clean Energy Jobs Act funding. This statute prohibits sole sourcing of contractors and requires documentation of Prevailing Wages. It also requires your firm to be registered with the CA Department of Industrial Relations, which involves paying them a \$400 registration fee, in order to be eligible to be paid from Proposition 39 funding.

No Payment for Bids: A bidder will not be compensated for its costs of submitting a bid.

Budget Considerations

Project implementation funding has been secured via the California Proposition 39 Clean Energy Jobs Act. These (funded) energy efficiency measures are the basis of the Project for which a Scope of Work is included in this Request for Proposal. Project funding has been secured via the California Proposition 39 Clean Energy Jobs Act.

Scope of Work

1. Feasibility Study
2. Complete Engineering and Obtain Building Permits
3. Apply for Rebates and/or Incentives
4. Replace HVAC Systems and programmable thermostats
5. Removal and Disposal of Old Equipment and Material
6. Repair and seal ductwork as needed
7. Commission installed HVAC Systems

Scope of Work - Discussion

1. Feasibility Study – The selected contractor will perform a feasibility study in order to determine in advance of filing for permits or beginning construction, any issues that may arise that will affect the schedule or cost



of the project. Contractor will have the opportunity to survey the premises including the roofs and plenums, possible locations for a crane, onsite staging of demolished equipment, condition of wiring and circuits, etc.

2. Complete Engineering and Obtain Building Permits – This is a Design-Build construction process. Contractor is responsible for obtaining building permits as well as obtaining any engineering drawings /and/or specifications that are required by the local jurisdiction in order to obtain a building permit, including but not limited to Structural, Mechanical, and /or Electrical Engineering, stamped by a licensed professional engineer (California). As-built drawings in electronic format (AutoCAD & PDF) of the completed (phases) of the project are required deliverables for final acceptance by the client.
3. Apply for Rebates and/or Incentives– Contractor shall complete and submit utility rebate and/or incentive reservations and applications for all applicable rebates or incentives available. The estimated amount of the rebate should be submitted with the Contractor's bid.
4. Replace HVAC Systems – Contractor shall provide a fixed price for the replacement of the existing HVAC systems. Price shall be turnkey and include all equipment plus programmable thermostats, material, parts, and demolition and installation labor required to complete the installations, including the cost of equipment delivery to the site, and crane to set the new equipment on the roof, and remove the old equipment from the roof. Contractor shall include in its price the cost of replacing or re- configuring roofing curbs to fit the new equipment if, and as, needed. Contractor shall hire and pay as a subcontractor, the School's roofing contractor, that will repair and fit roofing material as needed on equipment curbs, as well as patch any damage to the roof resulting from the demolition and/or installation. Contractor shall hire and pay as a subcontractor, an electrical contractor, that will disconnect the existing equipment, and connect the new equipment, providing service disconnects, wiring and over-current protection devices if and as needed, or required by code. Contractor shall test and verify system operation. Again, this is a Design-Build construction process. Contractor is responsible for obtaining final approval from the local jurisdiction.
5. Additionally, the following specifications are requirements and shall be included in the Contractor's bid price:
 - a. **Economizers:** Outdoor air temperature economizers are required for the Packaged Rooftop Unit Heat Pumps and AC units. Yes, even if they are less than 5 tons capacity.
 - b. **Minimum Efficiency Specification:** All replacement heat pump systems shall be SEER-15 or better. All replacement rooftop packaged AC systems shall be SEER 14 or better. All replacement mini-split heat pump systems shall be SEER-18 or better. All replacement wall mounted AC and heat pump units shall be 11.0 EER at full load and have a minimum Integrated Part Load Value (IPLV) of 14.0. Condensing furnaces shall be AFUE 0.92 or better. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better.
6. Removal and Disposal of Old Equipment and Material – Contractor shall remove from the premises and provide for proper and lawful disposal of the old HVAC equipment as well as any waste material resulting from the demolition. Contractor shall remove, transport, and properly and lawfully dispose of any refrigerants in the existing systems.
7. Repair and seal plenum & outdoor-exposed ductwork as needed – Contractor shall seal with mastic the installed HVAC unit to the supply and return plenums, as well as any outdoor-exposed ductwork as part of the installation.



8. Commissioning of installed HVAC systems – Contractor shall integrate to the existing thermostats and field verify set-points and schedules.

Bid Submittal Requirements

1. **Company Profile:** Please submit a company profile including the following information:
 - a. Company name, entity type, address, telephone, email.
 - b. Number of employees,
 - c. Number of years in business,
 - d. Professional certifications,
 - e. Number of commercial HVAC projects completed in the last five years.
 - f. Please provide the name of the company owner, president or CEO.
 - g. Please provide the name and contact information of the designated project and/or construction manager for this project.
2. **Project Experience:** Please provide brief project descriptions for similar Design-Build projects your firm has performed, including engineering through system commissioning.
3. **Project Schedule Narrative:** Please provide a narrative for your anticipated, proposed project schedule couched in terms of number of days from receiving a signed contract *for critical needs phase*. Please indicate the amount of time you anticipate it will take to obtain a building permit, if needed. Please describe your installation approach. Please explain how you plan to coordinate your installation so that roofing repairs are accomplished as needed at roof curbs to prevent roof leaks.
4. **Project References:** Please provide references for three (3) completed projects, of the same approximate size and scope, including contact information for the client you were directly responsible to. Name, address, telephone, email, and a brief project description.
5. **Warranty:** Please provide a copy of your Standard Warranty.
6. **Product Information:** Please provide cut sheet information for the exact products proposed for this project, including heat pumps, rooftop A/C systems, split-system A/C systems, smart thermostats and user interface software.
7. **Bid Form:** Please complete the following **Bid Form & Schedule of Values**.


Bid Form - Schedule of Values – Magnolia Science Academy 2, HVAC

For your bid to be accepted as responsive, all blanks in both tables below must be filled in with a price, or "N/A", or "included". Leaving blanks may result in your bid being rejected.

17125 Victory Blvd.

		Total
1	Prepare and Submit Feasibility Study	
2	Obtain Engineering and Permits	
3	Secure and Assist with Collection of Rebates & Incentives	
4	Replace (16) Wall Mounted Heat Pumps	
5	Install (16) programmable, networking, smart thermostats	
6	Removal/Disposal	
7	Repair & Seal Ductwork	
8	System Commissioning	
9	Other Costs	
	Fixed Turnkey Price, 17125 Victory Blvd.	\$

Certification: I, (name) _____, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 2), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after the **due date of 4:00 PM on March 26, 2018.**

 (signature)

 (date)

 (title)

Please submit your bid via email attachment on or before the date and time due to

Amanda@FirstNoteFinance.com



Figure 2: Programmable thermostats w/ 6hr twist timers

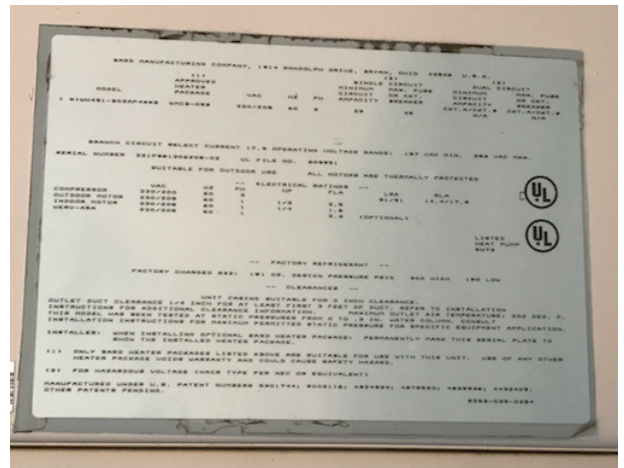


Figure 4: Bard (Nameplate)

Cover Sheet

Approval of Prop 39 Energy Efficiency Grant Agreement for MSA-7

Section:	II. Consent Items
Item:	C. Approval of Prop 39 Energy Efficiency Grant Agreement for MSA-7
Purpose:	Vote
Submitted by:	
Related Material:	II C HVAC Contract for MSA7 (Prop 39 EEG).pdf



Board Agenda Item #:	Item II C- Consent Item
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ MPS ”) Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval for MSA-7 to Make HVAC Upgrades to its Campus Using MSA-7’s Prop 39 Energy Efficiency Grant From the State of California

I. Proposed Committee Recommendation

Staff recommends that the Board of Directors of MPS (the “**MPS Board**”) approve the agreement between MPS and Masterbuilt Construction Corp., attached as Exhibit A, for the installation of new A/C units at Magnolia Science Academy 7’s (“**MSA-7**”) campus located at 18355 Roscoe Boulevard (the “**Project**”). The Project will be paid for solely from the Prop 39 energy efficiency grant received by MPS for the benefit of MSA-7.

II. Background

A. The Lease & Space

MSA-7 is located at 18355 Roscoe Boulevard in Northridge. It leases space at that location from the First Lutheran Church of Northridge. MSA-7 entered into the lease as of December 1, 2011 with an initial term running from December 1, 2012 to July 31, 2017. The lease contains two five year renewal options. The first renewal option has been exercised such that the current term expires on July 31, 2022. The second renewal option, if exercised, would extend the lease until July 31, 2027.

The space consists of two one story buildings that previously housed a private school run by the church. The total square footage of the buildings is approximately 22,000 square feet. The facilities are quite old – each building has a certificate of occupancy dating from 1969. One of the two buildings has a certificate of occupancy for an addition to the building dating from 1988. The HVAC units have largely outlived their useful life and in any event are inefficient.



MSA-7's landlord has consented to the HVAC upgrade described herein.

B. Prop 39 Background

MPS applied for and received grants for its schools under the Proposition 39 California Clean Energy Jobs Act (“**Prop 39**”), a state program providing funding to local educational agencies for improving energy efficiency and creating clean energy jobs. Under Prop 39, MSA-7 received funding of **\$264,781**. According to Prop 39 rules and regulations, Prop 39 projects must be under contract by June 30, 2019. Otherwise, Prop 39 funds received must be returned to the State of California.

MPS signed an agreement with First Note Finance, inc. (“**FNF**”) to manage MPS's Prop 39 projects. FNF is only paid if and when projects are completed. After the payment of fees to FNF of **\$26,371** under its contract, a balance of **\$238,410** remains to be spent on various energy efficiency projects for MSA-7.

C. Procurement

On MPS's behalf FNF issued an RFP to various vendors for the Project. See attached Exhibit B. Two bids were received. FNF and Mr. Ontiveros reviewed the two bids and after said review determined that Masterbuilt's bid of \$78,334.00 represented the best value to MPS and MSA-7.

D. The Agreement

The proposed Agreement between MPS and Masterbuilt Construction Corp. has been reviewed by MPS's general counsel and found to be acceptable.

III. Budget Impacts

Since the Project will be paid entirely from the Prop 39 funds already received by MPS, there is no budget impact to either MSA-7 or MPS.

Exhibits (attachments):

- A. *Agreement between MPS and Masterbuilt Construction Corp.*
- B. *RFP*



Exhibit A

Agreement between MPS and Masterbuilt Construction Corp.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 20th day of August, 2018.

B E T W E E N the Owner:

Magnolia Science Academy 7
18355 Roscoe Blvd.
Northridge, CA 91325-4104

and the Contractor:

Masterbuilt Construction Corp.
Mehdi Ahmadi
3806 Malibu Country Drive
Malibu, CA 90265
Tel: (818) 903 – 9178
Fax: (818) 369 - 6879
Email: masterbuiltco@yahoo.com

the Project is:

Magnolia Science Academy 7
18355 Roscoe Blvd.
Northridge, CA 91325-4104

The Owner and Contractor agree as follows.

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of seven (7) Packaged A/C units with SEER-14 replacements & replacement of two (2) manual thermostats. The project is to be implemented at a timeframe of the Owner's choosing. Includes development of all documentation required for permit from the local jurisdiction.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits "A", "B", and "C") to this Contract, and the terms and conditions of the Task Order will take precedence

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit "A" and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit "B" Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

ARTICLE 6 THE CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Contractor shall pay for the building permit and final inspection. Owner shall pay other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1 Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with Magnolia Science Academy 7 pupils until such time as Contractor has verified in writing to the Magnolia Science Academy 7 that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation and Employer's Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18**ARTICLE 14 DISPUTES**

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 7

Masterbuilt Construction Co.

OWNER (Signature)

By: Fatih Metin
Its: Principal

CONTRACTOR (Signature)

By: Mehdi Ahmadi
Its: President
898722
License Number

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

**Form of TASK ORDER
Exhibit A**

Scope of Work and Schedule

Facility: Magnolia Science Academy 7

Address: 18355 Roscoe Boulevard, Northridge, CA 91325

Primary Contact for Site: Fatih Metin, Tel: (818) 886-0585; Email:
fmetin@magnoliapublicschool.org

Project Manager Name and Contact Info:

Michelle Nguyen, First Note Finance *inc*; Cell: (619) 381-0359; Email:
Michelle@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email:
Amanda@FirstNoteFinance.com

Scope of Work:

This project includes the turnkey (Design-Build) Engineering, Design, Electrical, Permitting, Installation, and Commissioning Support of five (5) 3-Ton packaged A/C with SEER-14 replacement units with economizers, two (2) 5-Ton packaged A/C with SEER-14 replacement units with economizers, and the replacement of two (2) manual thermostats with (2) networked, programable thermostats. Project shall be turnkey and include all equipment plus programmable thermostats, material, parts, and demolition and installation labor required to complete the installations, including the cost of equipment delivery to the site, and crane to set the new equipment on the roof, and remove the old equipment from the roof. Contractor will disconnect the existing equipment, and connect the new equipment, provide service disconnects, wiring and over-current protection devices if and as needed, or required by code. Contractor shall test and verify system operation. Contractor is responsible for obtaining final approval from the local jurisdiction. Contractor shall remove, transport, and properly and lawfully dispose of any refrigerants in the existing systems. Contractor shall seal with mastic the installed HVAC units to the supply and return plenums, as well as any outdoor-exposed ductwork as part of the installation. Contractor shall integrate to the existing thermostats and field verify setpoints and schedules.

Additionally, the kWh savings in the CEC approved plan for this scope is 13,118 kWh/year. The energy savings of the project shall be within 15% of 13,118 kWh/year.

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18**Bill of Materials**

Model Number	Description	SEER	TON	Quantity
48VLNC360605	Packaged AC Unit w/ ECON	14	3	5
48VLNC600905	Packaged AC Unit w/ ECON	14	5	2
T2800 VENSTAR	Programmable Thermostat	-	-	2

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18**Warranty**

Undersigned agrees to repair and/or replace any or all such work that may prove defective in workmanship and/or material within one a period of one (1) Full Year from the Substantial Completion date. In the event the undersigned fails to comply with warranty conditions within a reasonable time period, as determined by Magnolia Science Academy 7, but no later than ten (10) calendar days after written notification by Magnolia Science Academy 7, the undersigned authorizes Magnolia Science Academy 7 to proceed to have said defects repaired at the expense of the undersigned.

- 1 Year Warranty on Parts
- 5 Year Warranty on Compressor
- 5 Year Warranty on Heat Exchanger

8355 Roscoe Boulevard, Northridge, CA 91325

		Total
1	Prepare and Submit Feasibility Study	0
2	Obtain Engineering and Permits	\$1,450.00
3	Secure and Assist with Collection of Rebates & Incentives	0
4	Replace the following:	\$68,608.33
	<ul style="list-style-type: none"> • 7 packaged A/C units with SEER-14 replacements units 	
	<ul style="list-style-type: none"> • Existing central furnace N/A, There is none 	0
	<ul style="list-style-type: none"> • Two (2) manual thermostats 	\$275.00.00
5	Removal/Disposal	\$ 2,500.00
6	Repair & Seal Ductwork	\$2,250.00
7	System Commissioning	\$1,450.00
8	Other Costs	\$ 1,800.00
	Fixed Turnkey Price, 8355 Roscoe Boulevard, Northridge, CA 91325	\$ 78,333.33

CONTRACTOR will install the following equipment and ensure that the SEER-14 specification for each system is validated with an ARI certificate.

Project Budget: \$ 78,334.00

The project budget includes all costs of all contractors, including mechanical, electrical, permits, materials, supplies, demolition... everything.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR. Please see link below for a comprehensive set of project cut sheets.

<https://www.dropbox.com/sh/04mirpbrhcnvnie/AAC6katYjLf5EvlnQ4bnp5oHa?dl=0>

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18**Exhibit B****Price and Payment Terms****Fixed Turnkey Price: \$78,334.00**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead.)

Payment Terms:

- Four progress invoices per the following Schedule of Values. Payment terms at net 30 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoice #2. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Progress Payment (California Civil Code 8134) is required from all equipment suppliers and/or subcontractors for payment of Invoice #2.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

Invoice #	Project Milestone	%Completed	Amount
1	Mobilization/Permits	30%	\$ 23,500.00
2	Equipment Delivered & Installation	35%	\$ 27,417.00
3	System Startup & Commissioning	25%	\$ 19,584.00
4	Pass Inspection, Warranty, & O&M Manual	10%	\$ 7,833.00
		100%	\$ 78,334.00

Contract for HVAC Project – Masterbuilt Construction Co. & Magnolia Science Academy 7 8/20/18

Exhibit C

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit B

Request for Proposal



HVAC Contractor Statement of Work – Request for Proposals

Magnolia Science Academy 7
8355 Roscoe Boulevard, Northridge, CA 91325
Replace HVAC Systems, Duct Repair and Sealing,
 May 21, 2018

This document is an invitation to qualified HVAC contracting firms to bid on the turnkey (Design-Build) Engineering, Design, Electrical, Permitting, Installation, and Commissioning Support 7 packaged A/C with SEER-14 replacement units, a circa-1978 central furnace with a 94 AFUE condensing furnace and the replacement of two (2) manual thermostats. This document and all submittals will become a contract exhibit for the successful bidder. The HVAC projects is intended to be undertaken in Summer Break 2018. Funding has been approved under California Proposition 39, and the total cost of the HVAC system retrofit will need to fall within the State-approved budget for the included energy efficiency measures.

Clients: Magnolia Science Academy 7, 8355 Roscoe Boulevard, Northridge, CA 91325

Fatih Metin, Principle

Energy Manager: First Note Finance *inc.*, 831 Pomona Ave, Coronado, CA 92118

James Richmond & Chris Ing, Energy Managers

James@FirstNoteFinance.com ; Chris@FirstNoteFinance.com

Local Jurisdiction: Los Angeles County Department of Regional Planning, 320 W Temple St, Los Angeles, CA 90012, Tel: (213) 974-6411

Contractor Pre-Bid Walk-Through: Tuesday, **May 29, 2018**. All bidding contractors will survey the premises at one time from **11:00 AM to 12:00 PM** at 8355 Roscoe Blvd., Northridge, CA 91325. This will be the only opportunity to survey the premises before proposals are due. **Please RSVP to amanda@firstnotefinance.com.**

Questions and Answers: Bidder questions shall be submitted by electronic mail by close of business on **Friday, June 1, 2018**. Answers to all questions will be provided in writing to all interested parties on or before **Wednesday, June 6, 2018**.

Proposal Due Date: Tuesday, June 12th, 2018, 4:00 PM. Please read and follow carefully all instructions on the *Bid Submittal Requirements* and *Bid Form and Schedule of Values*.

Facilities and Layout

HVAC system replacements for the North and South buildings are included in this RFP. These include the following units:

LEA (e.g. school)	Street Address	Floor Area (sf)	Inst. Schedule
Magnolia Science Academy 7	8355 Roscoe Boulevard, Northridge, CA 91325	10,518 sf	Summer 2018


Equipment Scheduled for Replacement

#	Building	System (Existing)	Manufacturer/Model #	Quantity	Estimated Capacity (Existing)	Replacement Efficiency (Minimum)
1	North Building	Packaged A/C	Carrier, 542GN036	1	3 tons	SEER-14
2	North Building	Packaged A/C	Carrier, 542GN036	1	3 tons	SEER-14
3	North Building	Packaged A/C	Rheem, Nameplate Data Not Accessible	1	3 tons	SEER-14
4	North Building	Packaged A/C	Rheem, Nameplate Data Not Accessible	1	3 tons	SEER-14
5	North Building	Packaged A/C	Daikin, DP13CH600	1	5 tons	SEER-14
6	North Building	Packaged A/C	Rheem, RRKA-A036CK	1	3 tons	SEER-14
7	South Building	Packaged A/C	Armstrong, PGE10A60D100	1	5 tons	SEER-14
8	South Building	Central Furnace	Carrier, 585CB060125C	1	5 tons	94 AFUE condensing furnace

Note: Selected contractor shall verify system capacity before ordering replacement equipment.

Minimum Efficiency Specification: All replacement heat pump systems shall be SEER-15 or better. All replacement rooftop packaged AC systems shall be SEER 14 or better. All replacement mini-split systems shall be SEER-18 or better. All replacement wall mounted AC and heat pump units shall be 11.0 EER at full load and have a minimum Integrated Part Load Value (IPLV) of 14.0. Condensing furnaces shall be AFUE 0.92 or better. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better.

Thermostats: Contractor shall integrate its installation to the existing thermostats, or provide new programmable thermostats, at its option.



Schedule Summary

Facilities Pre-Bid Walk-Through:	May 29, 2018, 11:00AM
RFP Questions Due:	June 1, 2018
RFP Answers Provided:	June 6, 2018
RFP Proposals Due:	June 12, 2018
Contractor Selection:	Week of June 25, 2018
Contracting:	Week of June 25, 2018
Installation:	Summer 2018



**Preliminary Discussion**

HVAC Inventory: An onsite survey performed by First Note Finance resulted in a comprehensive HVAC equipment inventory. Only some of the equipment inventoried is scheduled for replacement, and these units are identified in the tables on page 2. Bids shall be based on this inventory with regard to equipment quantities, types and sizes. Prospective bidders should also field-verify existing equipment to ensure inventory accuracy.

Responsiveness: Your complete and responsive bid is requested. Bids that are not responsive or incomplete, or are submitted after the due date and time, will be rejected. For your bid to be considered responsive and complete, the following turnkey services are required, and shall be accepted by the building owner (Client).

Best Value: Price of the HVAC retrofit is important. A responsive bid will be evaluated based on the price submitted, and whether it meets the budget parameters of the approved Proposition 39 funding. However, price is not the only consideration. Bids will also be evaluated based on the (perceived) quality of materials and equipment, warranty considerations, and company reputation, track record, and project references. The Client will choose the successful bidder and a contract awarded based on its own calculation of Best Value, at its sole discretion. The Client's decision will be final and Client withholds the right to reject any and all bids received without explanation.

Prevailing Wage: These projects are funded in whole or in part using Proposition 39 Clean Energy Jobs Act funding. This statute prohibits sole sourcing of contractors and requires compliance with applicable Prevailing Wage law. It also requires your firm to be registered with the CA Department of Industrial Relations, which involves paying them a \$400 registration fee, in order to be eligible to be paid from Proposition 39 funding.

No Payment for Bids: A bidder will not be compensated for its costs of submitting a bid.



Budget Considerations

Project implementation funding has been secured via the California Proposition 39 Clean Energy Jobs Act.

These (funded) energy efficiency measures are the basis of the Project for which a Scope of Work is included in this Request for Proposal. Project funding has been secured via the California Proposition 39 Clean Energy Jobs Act.

Scope of Work

1. Feasibility Study
2. Complete Engineering and Obtain Building Permits
3. Apply for Rebates and/or Incentives
4. Replace HVAC Systems and programmable thermostats
5. Removal and Disposal of Old Equipment and Material
6. Repair and seal ductwork as needed
7. Commission installed HVAC Systems

Scope of Work - Discussion

1. Feasibility Study – The selected contractor will perform a feasibility study in order to determine in advance of filing for permits or beginning construction, any issues that may arise that will affect the schedule or cost of the project. Contractor will have the opportunity to survey the premises including the roofs and plenums, possible locations for a crane, onsite staging of demolished equipment, condition of wiring and circuits, etc.
2. Complete Engineering and Obtain Building Permits – This is a Design-Build construction process. Contractor is responsible for obtaining building permits as well as obtaining any engineering drawings /and/or specifications that are required by the local jurisdiction in order to obtain a building permit, including but not limited to Structural, Mechanical, and /or Electrical Engineering, stamped by a licensed professional engineer (California). As-built drawings in electronic format (AutoCAD & PDF) of the completed (phases) of the project are required deliverables for final acceptance by the client.
3. Apply for Rebates and/or Incentives– Contractor shall complete and submit utility rebate and/or incentive reservations and applications for all applicable rebates or incentives available. The estimated amount of the rebate should be submitted with the Contractor's bid.
4. Replace HVAC Systems – Contractor shall provide a fixed price for the replacement of the existing HVAC systems. Price shall be turnkey and include all equipment plus programmable thermostats, material, parts, and demolition and installation labor required to complete the installations, including the cost of equipment delivery to the site, and crane to set the new equipment on the roof, and remove the old equipment from the roof. Contractor shall include in its price the cost of replacing or re- configuring roofing curbs to fit the new equipment if, and as, needed. Contractor shall hire and pay as a subcontractor, the School's roofing contractor, that will repair and fit roofing material as needed on equipment curbs, as well as patch any damage to the roof resulting from the demolition and/or installation. Contractor shall hire and pay as a subcontractor, an electrical contractor, that will disconnect the existing equipment, and connect the new equipment, providing service disconnects,



wiring and over-current protection devices if and as needed, or required by code. Contractor shall test and verify system operation. Again, this is a Design-Build construction process. Contractor is responsible for obtaining final approval from the local jurisdiction.

5. Additionally, the following specifications are requirements and shall be included in the Contractor's bid price:
 - a. **Economizers**: Outdoor air temperature economizers are required for the Packaged Rooftop Unit Heat Pumps and AC units. Yes, even if they are less than 5 tons capacity.
 - b. **Minimum Efficiency Specification**: All replacement heat pump systems shall be SEER-15 or better. All replacement rooftop packaged AC systems shall be SEER 14 or better. All replacement mini-split systems shall be SEER-18 or better. All replacement wall mounted AC and heat pump units shall be 11.0 EER at full load and have a minimum Integrated Part Load Value (IPLV) of 14.0. Condensing furnaces shall be AFUE 0.92 or better. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better.
6. **Removal and Disposal of Old Equipment and Material** – Contractor shall remove from the premises and provide for proper and lawful disposal of the old HVAC equipment as well as any waste material resulting from the demolition. Contractor shall remove, transport, and properly and lawfully dispose of any refrigerants in the existing systems.
7. **Repair and seal plenum & outdoor-exposed ductwork as needed** – Contractor shall seal with mastic the installed HVAC unit to the supply and return plenums, as well as any outdoor-exposed ductwork as part of the installation.
8. **Commissioning of installed HVAC systems** – Contractor shall integrate to the existing thermostats and field verify setpoints and schedules.



Bid Submittal Requirements

1. **Company Profile:** Please submit a company profile including the following information:
 - a. Company name, entity type, address, telephone, email.
 - b. Number of employees,
 - c. Number of years in business,
 - d. Professional certifications,
 - e. Number of commercial HVAC projects completed in the last five years.
 - f. Please provide the name of the company owner, president or CEO.
 - g. Please provide the name and contact information of the designated project and/or construction manager for this project.
2. **Project Experience:** Please provide brief project descriptions for similar Design-Build projects your firm has performed, including engineering through system commissioning.
3. **Project Schedule Narrative:** Please provide a narrative for your anticipated, proposed project schedule couched in terms of number of days from receiving a signed contract *for critical needs phase*. Please indicate the amount of time you anticipate it will take to obtain a building permit, if needed. Please describe your installation approach. Please explain how you plan to coordinate your installation so that roofing repairs are accomplished as needed at roof curbs to prevent roof leaks.
4. **Project References:** Please provide references for three (3) completed projects, of the same approximate size and scope, including contact information for the client you were directly responsible to. Name, address, telephone, email, and a brief project description.
5. **Warranty:** Please provide a copy of your Standard Warranty.
6. **Product Information:** Please provide cut sheet information for the exact products proposed for this project, including heat pumps, rooftop A/C systems, split-system A/C systems, smart thermostats and user interface software.
7. **Bid Form:** Please complete the following **Bid Form & Schedule of Values**.


Bid Form - Schedule of Values – Magnolia Science Academy 7, HVAC

For your bid to be accepted as responsive, all blanks in both tables below must be filled in with a price, or "N/A", or "included". Leaving blanks may result in your bid being rejected.

8355 Roscoe Boulevard, Northridge, CA 91325

		Total
1	Prepare and Submit Feasibility Study	
2	Obtain Engineering and Permits	
3	Secure and Assist with Collection of Rebates & Incentives	
4	Replace the following:	
	<ul style="list-style-type: none"> 7 packaged A/C units with SEER-14 replacements units 	
	<ul style="list-style-type: none"> Existing central furnace 	
	<ul style="list-style-type: none"> Two (2) manual thermostats 	
5	Removal/Disposal	
6	Repair & Seal Ductwork	
7	System Commissioning	
8	Other Costs	
	Fixed Turnkey Price, 8355 Roscoe Boulevard, Northridge, CA 91325	\$

Certification: I, (name) _____, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 7), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after the due date of 4:00 PM on June 12, 2018.

(signature) (date)

(title)

Please submit your bid via email attachment on or before the date and time due to
Amanda@FirstNoteFinance.com

[illegible]

81 of 461

Cover Sheet

Approval of Project Change Order Requests for MSA – Santa Ana (Gymnasium Project)

Section: II. Consent Items
Item: D. Approval of Project Change Order Requests for MSA – Santa
Ana (Gymnasium Project)
Purpose: Vote
Submitted by:
Related Material: II D Change Order for MSA-SA.pdf



Board Item #	II D – Consent Item
Date:	October 11, 2018
To:	Board Meeting
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Project Change Order Requests for MSA – Santa Ana Gymnasium Project (the “ Project ”)

I. Proposed Board Recommendation(s)

Staff recommends and moves that the MPS Board approve the change order requests (each, a “**COR**” and together, the “**CORs**”) described below in the aggregate amount of **\$87,964.07** for the Project and recommend approval of the same to the full MPS Board.

Gafcon Inc.’s report on these CORs was previously provided to the Facilities Committee and the MPS Board. It is not re-attached here.

II. Background

A. GENERAL

Board policy requires that all project change orders be brought to the Board for review and approval. General contractor “RC Construction Services, Inc.” has submitted CORs 12 through 26 for approval.

B. MSA-SANTA ANA CORs

All Project CORs are paid from the **\$114,107.92** contingency carried by the general contractor. The total amount of all previously MPS Board approved CORs 1 to 11 yielded a credit of **\$1,551.23**. With the cost of the current CORs presented for approval totaling **\$87,964.07**, there will be a positive net savings of **\$27,695.08** (that is, **\$114,107.92 plus \$1,551.23 minus \$87,964.07**) which per contract is to be split 50/50 with the contractor.

Each COR and its cost is summarized below. The “Agreed Amount” reflected in the table is the amount negotiated by Gafcon and RC Construction. In several cases the negotiated amount was less than amount originally requested by RC Construction.



COR	Description	Agreed Amount	Reason for COR*
12	Changes to the servery <u>and the restrooms</u> required by the Orange County Health Department (“OCHD”)	\$16,503.96	Plan check comments received from the OCHD This change order included approximately \$9,500 in changes for other parts of the gym—for example, installing hot water to bathrooms.
13	Weld continuous plate at metal decking	\$0.00	Rejected due to subcontractor error
14	Intrusion Hardware – Main Entry to Gym	\$10,647.00	Design omission
15	Skirting of HVAC equipment on roof	\$2,304.00	Required to obtain roofing warranty; design omission
16	Fire Sprinkler Riser	\$4,167.34	Design omission
17	Premium Polyester 4000 UV Stable Binder	\$2,961.00	Owner requested to extend longevity of play surface. The change will increase the useful life of the playground surface and ultimately save more money
18	Upgrade to 8 mm Rubberized Flooring	\$2,747.00	Upgrade required in order to have project completed on time because previously selected 6mm product would be delayed in delivery
19	Additional Landscape	\$0.00	Owner requested; withdrawn/removed
20	Additional Clean Up Behind Gym	\$1,007.66	Performed on a T&M basis; Owner requested
21	Control Panel Enclosure	\$442.35	Owner requested
22	Power to Hand Dryers	\$2,149.95	Design omission



COR	Description	Agreed Amount	Reason for COR*
23	Add Catch Basins at Fire Lane	\$33,325.01	The elevations in the field were not as set forth in the drawings. To provide for adequate drainage additional work was required.
24	Add Fire Alarm (Heat Detectors at Drop Ceiling)	\$1,208.80	Design omission
25	Add concrete @ east side of gym	\$8,500.00	Landscaping was removed and without concrete add it will remain plain dirt; owner requested
26	Paint Exterior Doors and Frames at North Side of Gym	\$2,000.00	Design omission
Total CORs 12 to 26		\$87,964.07	
Total of Previously Approved CORs 1 to 11		(\$1,551.23)	
Total All CORs (1 to 26)		\$86,412.84	
Total Contingency		\$114,107.42	
Remaining Balance [Savings/(Deficit)] [Contingency minus Total of All CORs]		\$27,695.08	
50% of Savings to Owner		\$13,847.54	

The architect disputes that all the CORs described above as being caused by design error or omission. They draw a distinction between “errors” and “omissions”, a distinction that CM Gafcon recognized in their reporting. They accept that there were some omissions. They also note, correctly according to MPS Staff’s opinion, that the costs due to “Design Omission” would have borne by the Project anyway. Design errors would have resulted in cost increases. Architect has agreed to discount its fee by \$7,500.

III. Budget Impacts

The Board previously approved the revised project budget for MSA-Santa Ana (\$4,671,177) which included an inter-company/school loan to cover overages above the previously approved project budget (\$3,859,380). The current budget is as follows:



USES			
	BUDGET ⁽¹⁾	TO DATE EXPENSES	LEFT TO PAY
SOFT COSTS			
Construction Management	\$191,349.00	\$148,787.78	\$42,561.22
Architect	\$209,027.00	\$138,801.83	\$70,225.17
Inspections	\$150,000.00	\$91,228.75	\$58,771.25
Legal	\$30,134.90	\$30,134.90	\$0.00
Agency Fees ⁽²⁾	\$56,616.69	\$56,616.69	\$0.00
Subtotal	\$637,127.59	\$465,569.95	\$171,557.64
HARD COSTS			
Construction ⁽³⁾	\$3,864,000.00	\$1,328,629.91	\$2,535,370.09
TOTAL COSTS	\$4,501,127.59	\$2,259,769.81	\$2,706,927.73

The
total

SOURCES	
Bond Funds Available	\$3,859,380.00
Expected Savings ⁽⁴⁾	\$29,347.54
TOTAL SOURCES	\$3,888,727.54

Deficit (to be paid with 0% interest inter-school loan)	\$612,400.05
---	--------------

Notes:

(1) Current budget including change orders, both approved and in process;

(2) Agency Fees include Division of State Architect Fees, certain environmental work, surveying, advertising of bid in paper of general circulation, and a portion of MERF employee Erdinc Acar's time spent on the project.

(3) All Change Orders are paid from GC carried contingency of \$114,107.42

(4) Inclusive of \$7,500 credit/discount from architect plus unused reimbursables of about \$8,000

Project cost may go down if the budgeted inspection fees are lower than expected.

IV. Exhibit (attachments)

None

Cover Sheet

Approval of Change Order from PrimeSource for the MSA-1 Project

Section:	II. Consent Items
Item:	E. Approval of Change Order from PrimeSource for the MSA-1 Project
Purpose:	Vote
Submitted by:	
Related Material:	II E Change Order Request for MSA 1.pdf



Dat:	10/11/18
Board Agenda Item #:	II E – Consent Item
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Project Change Order Request from PrimeSource Project Management LLC (Construction Manager) for MSA – 1

I. Proposed Committee Recommendation(s)

Staff recommends that the Board of Directors of MPS (the “**MPS Board**”) approve the change order request from PrimeSource Project Management LLC (“**PrimeSource**”) for \$150,000 to continue providing construction management services for both MSA-1’s new construction project at 18220 Sherman Way and its tenant improvement project for the existing building at 18238 Sherman Way (collectively, the “**Project**”).

II. Background

A. Project Background

There are two projects currently underway at MSA-1: (i) a new construction project that will eventually house MSA-1’s high school population (the “**New Construction Project**”) and (ii) a tenant improvement project of the existing building that will eventually house MSA-1’s middle school population (the “**TI Project**”). The contract for the New Construction Project was awarded to Oltmans Construction Co. The New Construction Project is approximately 30% complete. The TI Project entails various investigations into the state of the structural integrity of the existing building, seismic renovation design, and HVAC renovation design.

PrimeSource has been acting as a project manager and construction manager for both the New Construction Project and the TI Project. While they are separate projects—one is ground up construction and the other is renovation, tenant improvement—both are for the benefit of MSA-1. In that vein, PrimeSource has been involved in managing the rezoning of the MSA-1 parking lot parcels and exploring a collaborative partnership with the City of LA to create a skating rink that would benefit MSA-1.



B. Policy

MPS Board policy requires that all project change orders be brought to the Board for review and approval.

PrimeSource Project Management, construction manager for MPS's MSA-1 project – new construction and tenant improvement of (the “**Project**”), has submitted a change order request for additional fees in the amount of \$150,000. See attached Exhibit A.

C. The PrimeSource Agreement

MPS entered into a Construction Management Consulting Agreement with PrimeSource as of August 21, 2017 (the “**PrimeSource Agreement**”). The PrimeSource Agreement provides that “[PrimeSource] shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ‘B’ attached hereto...”. The PrimeSource Agreement is a time and materials contract.

D. PrimeSource Fee Discussion

MPS Staff believes that the change order request is fair and reasonable in light of the increased scope of work undertaken by PrimeSource and the extension of the project schedule from 12 months to 20 months.

As a percentage of the total budget for the New Construction Project, the total PrimeSource fee, inclusive of the change order request, will be 4% of the total New Construction Project budget previously approved by the MPS Board ($\$458,000 \div \$11,369,252$). This percentage is comparable to the construction management fee paid to Gafcon which equaled 4.25% of the total project cost for that project ($\$191,439 \div \$4,501,128$). Typically CM fees range from 5% to 10% of overall project costs. PrimeSource's scope of work is much more expansive than Gafcon's, including both the New Construction Project and the TI Project, and including pre-development as well as construction management scopes. Moreover, a portion of the PrimeSource fee will be paid from the Tenant Improvement Project budget sources (2014 bond proceeds and Charter School Facility Incentive Grant for renovations). As a result, as a percent of overall project costs for the New Construction Project, it should be less than 5%.



III. Budget Impacts

The MSA-1 New Construction Project budget has sufficient contingency to absorb the added change order cost. The previously approved New Construction Project budget remains unchanged. The current Project budget, as of October 3, 2018, is as follows:

			Invoice Summary	
			<i>Invoices received to Date</i>	<i>Left-to-Pay</i>
Budget Summary	Approved Budget	Tracking Budget	30.0%	70.0%
Acquisition Cost Subtotal	\$1,000,000	\$1,000,000	\$1,000,000	\$0
Hard Costs Subtotal	\$8,478,979	\$8,527,158	\$1,583,246	\$6,943,912
Soft Costs Subtotal	\$958,208	\$950,078	\$571,593	\$378,485
Financing Costs Subtotal	\$55,000	\$55,000	\$20,000	\$35,000
Management Costs Subtotal	\$250,000	\$400,000	\$243,012	\$156,988
Subtotal Project Costs	\$10,742,187	\$10,932,236	\$3,417,851	\$7,514,385
Budget Contingencies	\$627,066	\$423,762	\$0	\$423,762
Total Project Budget	\$11,369,252	\$11,355,997	\$3,417,851	\$7,938,146

The table reflects impact of PrimeSource change order and approved Oltmans Change Order #1.

Note that under its contract, Oltmans carries a contingency of \$215,315 of which none has been spent to date. At the end of the project, any remaining contingency is split 25% to Oltmans and 75% to MPS.

Exhibits (attachments):

- A. *Change Order Request*
- B. *Professional Services Agreement is entered into on August 21, 2017 by and between Magnolia Educational & Research Foundation and PrimeSource Project Management LLC.*



Exhibit A

Change Order Request



**PRIMESOURCE
PROJECT MANAGEMENT**
Project Leadership | Project Success

Board Action:
MSA-1 New Classroom Building
PrimeSource Change Order #1

Date: August 30, 2018

Action Requested: Staff requests approval to issue Change Order #1 to PrimeSource Project Management in the amount of \$150,000.00. This change order is intended to extend services closer to the planned completion date of the new high school classroom project.

Background – MPS contracted with PrimeSource Project Management to provide construction management services for the MSA-1 New High School classroom building with an anticipated completion for the 2018-19 school year. The project schedule has since been extended considerably primarily due to delays and extra effort in obtaining building permits for the project. The PrimeSource Project Management scope of work has also expanded to include work to rezone the MSA-1 campus, conduct building investigations, seismic renovation design, and HVAC renovation design for the existing MS classroom building, and to explore joint use potential with the adjacent City of LA Ice Rink project.

The original contract was structured as a reimbursable cost agreement with a not to exceed amount of \$308,000.00. There have been no other changes to the contract. The originally authorized amount has been largely used. This augmentation is intended to cover the bulk of services required to complete the new high school classroom building. Additional authorizations may be required depending on actual progress of the new high school classroom building and Board decisions on proceeding with seismic renovation, and HVAC renovation, and general renovation work at the existing MS building and site development. It is premature to estimate the requirements for those services at this time.

PrimeSource base contract -	\$308,000.00
Change Order #1 -	<u>\$150,000.00</u>
Total Not to Exceed amount -	\$458,000.00

The revised project budget adopted by the Board in May 2018 anticipated this added cost and included a budget of \$381,680.00 for additional soft costs, primarily for professional services including construction management.



Exhibit B

PrimeSource Contract

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC**

1. Parties and Date.

1.1. This Agreement ("Agreement") is made and entered into this 21st day of August, 2017, by and between the MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION ("Client") and PRIMESOURCE PM, LLC ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1. Consultant. Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein.

2.2. Project. Client desires to engage Consultant to render its services in connection with Client's Facilities Program at Magnolia Science Academy/Santa Ana and Magnolia Science Academy/Reseda ("Project").

3. Terms.

3.1. Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2. Responsibilities of Consultant.

3.2.1. Control and Payment of Consultant and its Subordinates. Client retains Consultant on an independent contractor basis and Consultant is not an employee of Client. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by Law. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance. If Client is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Consultant shall be required to enforce Client's LCP as applicable.

3.2.2. Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of Client and any and all applicable regulatory State agencies.

3.2.3. Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to Client, whether or not such reports must be submitted to the Client.

3.2.4. Work Authorization. Consultant shall obtain from Client a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC

- 3.2.5. Coordination of Services. Consultant agrees to work closely with Client staff in the performance of Services and shall be available to Client's staff, consultants and other staff at all reasonable times.
- 3.2.6. Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.
- 3.2.7. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services provided by Consultant.
- 3.3. Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the Client in writing:
- 3.3.1. Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to Client that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to Client that the subcontractor has secured all insurance required under this Section.
- 3.3.2. Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- 3.3.2.1. *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); \$2,000,000 per occurrence for bodily injury, personal injury and property damage;
- 3.3.2.2. *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); \$1,000,000 per accident for bodily injury and property damage;
- 3.3.2.3. *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC

- 3.3.2.4. *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors, but not less than \$1,000,000 per claim/ \$1,000,000 aggregate.
- 3.3.3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Client to add the following provisions to the insurance policies:
- 3.3.3.1. *General Liability*. The general liability policy shall be endorsed to state that: (1) the Client, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Client, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Client, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- 3.3.3.2. *Automobile Liability*. The automobile liability policy shall be endorsed to state that: (1) the Client, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Client, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Client, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- 3.3.3.3. *Professional Liability*. Consultant and its sub-consultants and subcontractors shall procure and maintain liability insurance with limits discussed in this Section.
- 3.3.3.4. *All Coverages*. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Client; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Client, its directors, officials, officers, employees, agents and volunteers.
- 3.3.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Client, its directors, officials, officers, employees, agents and volunteers.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC

- 3.3.5. Verification of Coverage. Consultant shall furnish Client with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to Client. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by Client if requested. Client reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.4. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.
- 3.5. Fees and Payments.
- 3.5.1. Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.5.2. Payment of Compensation. All fees shall be reimbursed monthly. Consultant shall submit to Client on a monthly basis an itemized statement which indicates work completed and hours of Services rendered by Consultant. Client shall pay Consultant within thirty days and in accordance with this Agreement.
- 3.5.3. Extra Work. At any time during the term of this Agreement, Client may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by Client to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from Client.
- 3.5.4. Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Client during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of two years from the date of final payment under this Agreement.
4. **General Provisions.**
- 4.1. Termination of Agreement.
- 4.1.1. Grounds for Termination. Either Client or Consultant may, by written notice to the other party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated for those services which have been adequately rendered to Client and Consultant shall be entitled to no further compensation.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC

- 4.1.2. Effect of Termination. If this Agreement is terminated as provided in this Section, Client may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within thirty (30) days of the request.
- 4.1.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Client may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

- 4.2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

PrimeSource PM, LLC
Attn: Karen McLaurin Buresh
655 Deep Valley Drive, Suite 335
Rolling Hills Estates, CA 90274
424/903-0980
karen.buresh@primesourcepm.com

CLIENT:

Magnolia Educational & Research Foundation
Attn: Frank Gonzalez
250 East 1st Street, Suite 1500
Los Angeles, CA 90012
213/628-7419
fgonzalez@magnoliapublicschools.org

Such notice shall be deemed made when personally delivered to the address set forth above; forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above; forty-eight (48) hours after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested and addressed as set forth above; upon confirmation of delivery to the address set forth above, fees prepaid, by a nationally recognized overnight courier; or upon when delivered via email to the address set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

5. Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC

6. Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
7. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Client's choosing), indemnify and hold the Client, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent such claims, damages, losses, etc., arise out of, pertain to, or are incident to the alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all direct damages, expert witness fees and attorneys' fees and other related costs and expenses.
8. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
9. Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.
10. Time of Essence. Time is of the essence for each and every provision of this Agreement.
11. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of Client.
12. Amendments/Waiver. This Agreement may not be amended except by a writing signed by the Client and Consultant. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
13. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
14. Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
15. Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the Client's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125 .1. If required by Education Code Section 45125 .1, the Consultant must provide for the completion of a Fingerprint Certification form, in the Client's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the Client's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC

16. TB Testing. Consultant shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the Client's pupils. Consultant shall keep a copy of said information in the employee file.
17. Confidentiality. Consultant hereby acknowledges that certain records and information maintained by the Client, or by Consultant on behalf of the Client, are protected by law and shall not be released to third parties without express authorization from the Client. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Consultant by Client in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by Consultant. Consultant agrees that information acquired by Consultant during meetings with the Client's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the Client.
18. Drug/Tobacco-Free Facilities. All of Client's facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of Client facilities.
19. Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the Client Governing Board. Any amendments to this Agreement shall require Board approval or ratification.
20. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

CLIENT
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

Caprice Young

By: Caprice Young, Ed.D. _____

Dated: August 21, 2017

Title: CEO & Superintendent

PRIMESOURCE PM, LLC, a California Limited Liability Company

By: *Karen McLaurin Buresh*
Karen McLaurin Buresh

Dated: August 21, 2017

Title: CEO/Managing Member

Federal Tax I.D. Number: 46-3940017

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC**

**EXHIBIT "A"
SCOPE OF SERVICES**

Consultant shall provide facilities program support and assistance to the Client as follows:

1. Provide construction management services at the following school:

Magnolia Science Academy 1 - Reseda
18238 Sherman Way, Reseda, CA 91335

This is the flagship school for Magnolia. Campus is occupied with approximately 540 students. Magnolia has obtained additional land, already in possession, for expansion and modernization projects including:

- Alterations to existing main classroom building including elevator installation - design complete and in DSA submission - building is occupied, modifications must work around school operations, improvements to be completed in SY17-18.
- Abatement and demolition of existing commercial building - Magnolia soliciting bids at this time, abatement and demolition to take place as soon as possible
- Construction of new classroom building - design complete, now in DSA - construction to begin as soon as possible, completion for start of SY18-19, by August 2018.
- Interim modifications to existing parking lot to accommodate school athletics and outdoor activities - interim until construction of new cafegymnasium planned for construction starting in 2018 - design not done - improvements to be made during SY17-18.
- All projects will be DSA approved and Field Act compliant, or approved by appropriate City departments as required.
- Magnolia has retained a designer for all projects. Designer is Franco Architects.
- Projects are privately funded, total project cost estimated at \$6,900,000 excluding \$3.8 million in site acquisition.

Services shall not include:

- Project design
- Testing and inspection
- Permits and fees
- Demolition and abatement
- Construction
- Utilities
- FF&E
- Temporary field office space, if required, will be provided by Magnolia either within existing space or within contractor provided facilities.
- Magnolia will be the point of contact with the City of Los Angeles and the State Department of Education for all approvals, expediting, and final certifications.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION AND
PRIMESOURCE PM, LLC

EXHIBIT B
Page 1 Of 1

EXHIBIT "B"
COMPENSATION FOR SERVICES

The Magnolia Science Academy - 1 Reseda Classroom Project and services described in Exhibit A hereto shall be performed by Consultant on a reimbursable fee basis at the hourly rates shown below and shall be invoiced by Consultant to Client on a monthly basis.

Additional services requested by Client ("Extra Work" as defined in the within Agreement) shall be billed at the following hourly rate schedule and shall be invoiced by Consultant to Client on a monthly basis:

Principal	\$ 250.00
Project Manager	\$ 165.00
Field Engineer	\$ 125.00
Scheduler	\$ 150.00
Estimator	\$ 150.00
Admin Assistant	\$ 55.00

Consultant rates are fully loaded. Consultant will not charge for mileage or office reimbursables or personal equipment. Consultant will not markup project reimbursable costs that are passed through Consultant. Consultant will not markup subconsultant fees.

Total estimated fees are \$308,000 based on attached spreadsheet of presumed project schedule and level of resources required.

Cover Sheet

Approval of Master Contract and Work Orders 1 & 2 for the MSA-1 Tenant Improvement Project

Section: II. Consent Items
Item: F. Approval of Master Contract and Work Orders 1 & 2 for the
MSA-1 Tenant Improvement Project
Purpose: Vote
Submitted by:
Related Material: II F Work Order 1 & 2 for MSA 1 Tenant Improvement.pdf



Facilities Committee Agenda Item #:	IIF (10/10/18)
Board Agenda Item #:	II F (10/11/18)
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ MPS ”) Board of Directors Facilities Committee (the “ Facilities Committee ”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Master Contract and Work Orders 1 and 2 for the MSA-1 Tenant Improvement Project

I. Proposed Committee Recommendation(s)

Staff recommends that the Facilities Committee approve and recommend that the full Board of Directors of MPS (the “**MPS Board**”) approve

(1) the Standard Form of Master Agreement between Owner and Contractor (AIA Document A121™-2014) (the “**Master Agreement**”) for tenant improvement work to be performed on MSA-1’s existing facility, attached as Exhibit A; and

(2) Work Orders #1 and #2 on AIA Document A221™-2014 (the “**Work Order Agreement**”) for, respectively (a) masonry infill along the wall adjacent to the new construction project for MSA-1 at 18220 Sherman Way and (b) removal and replacement of drywall for seismic engineering investigation of the existing building (18238 Sherman Way) connections per drawings and direction of Structural Engineer Brandow & Johnston.

The amount of Work Order #1 is \$3,946 and the amount of Work Order #2 is \$22,659. Each was completed on a time and material basis. Work Orders #1 and #2 are attached as Exhibit B and Exhibit C, respectively.

II. Background

A. Project Background

There are two projects currently underway at MSA-1: (i) a new construction project that will eventually house MSA-1’s high school population (the “**New Construction Project**”) and (ii) a tenant improvement project of the existing building that will eventually house MSA-1’s middle school population (the “**TI Project**”). The contract for the New Construction Project was awarded



to Oltmans Construction Co. The TI Project entails various investigations into the state of the structural integrity of the existing building, seismic renovation design, and HVAC renovation design. Upon approval by the Facilities Committee and the MPS Board, Oltmans may be selected to perform further tenant improvement work.

MPS Staff and its construction manager, PrimeSource Project Management LLC, believe that it is in the best interests of MPS and MSA-1 to retain Oltmans on a case by case basis to perform work on the Tenant Improvement Project. As previously reported to the Facilities Committee, Oltmans was directed to fill in certain penetrations in the existing building caused by the demolition of the previously existing gymnasium building before the New Construction Project progresses to a stage where it is more difficult and costly to do so. The foregoing work is described in Work Order #1. In addition, as previously reported to the Facilities Committee, Oltmans was directed to remove and replace drywall for seismic engineering investigation of the existing building connections per direction of MPS's structural engineer Brandow & Johnston. The foregoing work is described in Work Order #2. Work Order #2 was necessary in order to determine the full scope of seismic work needed to bring the existing 18238 Sherman Way building into seismic code compliance.

B. The Master Agreement and Work Orders

Rather than co-mingle the work of the New Construction Project and the TI Project, the Facilities Committee with the concurrence of MPS Staff agreed that the best option for documenting any work done on the TI Project with a separate contract distinct from the contract for the New Construction Project. The Master Agreement is an American Institute of Architects ("AIA") form agreement that does not commit to a particular scope of work but rather allows discrete scopes of work to be contracted for separately under individual work orders documented on AIA Document A221-2014.

III. Budget Impacts

The MSA-1 TI Project will be paid for with proceeds from the 2014 bond issuance. As of October 3, 2018, the balance in the 2014 bond account is approximately \$680,000. In addition, MPS Staff believes that it will be able to repurpose a portion of the Charter School Facility Incentive Grant ("CSFIG") awarded to MSA-1 from the New Construction Project to the TI Project. It expects that it will repurpose up to \$500,000 of the CSFIG award.

Exhibits (attachments):

- A. *Master Agreement*
- B. *Work Order #1*
- C. *Work Order #2*



Exhibit A

Master Agreement

DRAFT AIA® Document A121™ – 2014

Standard Form of Master Agreement Between Owner and Contractor where work is provided under multiple Work Orders

AGREEMENT made as of the «20th» day of «September» in the year «2018»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Magnolia Education & Research Foundation, DBA Magnolia Public Schools»« »
«250 East 1st Street, Suite 1500 »
«Los Angeles, CA 90012 »
«Telephone 213/628-3634»

and the Contractor:
(Name, legal status, address, and other information)

«Oltmans Construction Company»« »
«1005 Mission Mill Road
PO Box 985 »
«Whittier, CA 90608-0985 »
«Telephone 562/948-4242 »

for the following:
(Insert information related to types of projects, location, facilities, or other descriptive information as appropriate.)

«This Agreement anticipates a series of work orders for tenant improvements for the MSA-1 Reseda – existing building and site. Those improvements may include, but may not be limited to, a seismic retrofit and general renovation of an existing classroom building and modifications to associated site areas on the campus. »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA® standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Contractor's scope of Work or establish payment terms or the dates of commencement of the Work or Substantial Completion. This document is intended to be used in conjunction with AIA Document A221™–2014, Work Order for use with Master Agreement Between Owner and Contractor

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	THE WORK
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	SUBCONTRACTORS
11	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
12	CHANGES IN THE WORK
13	TIME
14	PAYMENTS AND COMPLETION
15	PROTECTION OF PERSONS AND PROPERTY
16	INSURANCE AND BONDS
17	CORRECTION OF WORK
18	MISCELLANEOUS PROVISIONS
19	TERMINATION
20	CLAIMS AND DISPUTES
21	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above (“Date of this Master Agreement”).

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between the terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 15 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work Orders executed under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement (hereinafter, "Owner's Representative" or "Construction Manager"):

«Tim Buresh, Construction Manager »
 «PrimeSource PM LLC, DBA PrimeSource Project Management »
 «655 Deep Valley Drive, Suite 335 »
 «Rolling Hills Estates, CA 90274 »
 «Telephone 424/903-0981 (office) 424/903-9412 (cell) »
 « tim.buresh@primesourcepm.com »

§ 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Work Order.

§ 1.5 The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

«Tere Meredith, Project Manager
 Oltmans Construction Company »
 «1005 Mission Mill Road »
 « PO Box 985 »
 «Whittier, Ca 90608-0985 »
 «Telephone 562/948-4242 (office) »
 «terencem@oltmans.com »

§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order.

ARTICLE 2 THE WORK

§ 2.1 The Contractor shall execute the Work set forth in each agreed upon Work Order, consisting of AIA Document A221-2014, Work Order, or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location and detailed description of the Project; identify the Architect; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the Contract Documents.

§ 2.2 The Contractor may refuse to agree to any Work Order issued by the Owner.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract.

§ 3.2 Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in Exhibit A, Determination of the Cost of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment for individual Contracts submitted to the Architect or Owner's Representative by the Contractor, and Certificates for Payment issued by the Architect or Owner's Representative, as applicable, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«period ending the 25th day of each month»

§ 4.1.3 Provided that an Application for Payment is received by the Architect or Owner's Representative, as applicable, not later than the « 25th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « 30th » day of the «following » month. If an Application for Payment is received by

the Architect or Owner's Representative, as applicable, after the date fixed above, payment shall be made by the Owner not later than «45» («calendar») days after the Construction Manager receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

«TEN PERCENT (10%) »

§ 4.1.5 Payments due and unpaid under a Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«the lower of (i) SEVEN PERCENT (7%) per annum, 0.58% per month, or (ii) the highest rate allowed by law » «

§ 4.2 Final Payment

§ 4.2.1 Final payment for individual Contracts, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's or Construction Manager's, as applicable, final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 20.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[☐] Arbitration pursuant to Section 20.4 of this Master Agreement

[☐] Litigation in a court of competent jurisdiction

[☒] Other: (Specify)

«Judicial reference as codified in California Code of Civil Procedure Section 638 et seq. »

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Work

The term "Work" means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order.

§ 6.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement; the Work Order executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all Drawings, Specifications, and Addenda issued in connection with the Work Order; other

documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Construction Manager or Architect, as authorized by Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 6.3 The Contract

The Contract Documents for each Work Order form a separate Contract for construction of the Work ("The Contract"). The Contract represents the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral. A Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 6.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineers, Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 6.5.1 The Engineers, Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with a Project is not to be construed as publication in derogation of the Engineers, Architect's or Architect's consultants' reserved rights.

§ 6.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner, Engineers, Architect and the Architect's consultants.

§ 6.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission. Unless otherwise agreed, the Parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

ARTICLE 7 OWNER

§ 7.1 The Owner is not required to issue any Work Orders under this Master Agreement.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish all necessary surveys and a legal description of sites referenced in a Work Order.

§ 7.2.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.2.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 8.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 7.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and, subject to Section 14.2.5, may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of a Work Order by the Contractor is a representation that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 8.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 8.2 Supervision and Construction Procedures

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

§ 8.3 Labor and Materials

§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Engineers or Architect and in accordance with a Modification.

§ 8.4 Warranty

The Contractor warrants to the Owner, Engineers and Architect that materials and equipment furnished under a Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The foregoing warranty shall be for no less than a period of one year from date of Final Completion. The Contractor's guarantees and warranties apply equally to the Work performed by Contractor's Subcontractors and lower tier subcontractors. The warranty for any Work corrected under this warranty shall continue for an additional year from the date of correction, or the time remaining on the original applicable warranty, whichever is longer. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Nothing other than Owner's express written acceptance acknowledging the specific deficiencies in the Work shall constitute acceptance of such Work not performed in accordance with the Contract Documents, nor shall Contractor otherwise be relieved of its warranty responsibilities. Following timely notice of non-conforming Work within the applicable warranty period, Owner may continue to operate and use such non-conforming Work until such time that it can be corrected without further damage to Owner, and such continued use shall not affect Contractor's warranty obligations.

§ 8.5 Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect.

§ 8.6 Permits, Fees, Notices, and Compliance with Laws

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

§ 8.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 8.8 Contractor's Construction Schedules

§ 8.8.1 The Contractor, promptly after executing a Work Order, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work described in that Work Order. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 8.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

§ 8.9 Submittals

§ 8.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Engineers or Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the appropriate party

reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Engineers and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 8.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.10 Use of Site

The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site(s) with materials or equipment.

§ 8.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 8.13 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Engineers and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Engineers or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ 8.14 Access to Work

The Contractor shall provide the Owner, Engineers and Architect access to the Work in preparation and progress wherever located.

§ 8.15 Indemnification

§ 8.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Engineers, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.15.1.

§ 8.15.2 In claims against any person or entity indemnified under this Section 8.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ENGINEERS AND ARCHITECT

§ 9.1 The Owner shall retain an Engineer(s) and Architect to perform the services enumerated in this Article 9 and as described elsewhere in this Master Agreement. If an Engineer or Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services.

§ 9.2 The Owner's Representative listed above will provide administration of the Contract and will be an Owner's representative during construction, until the date the Owner's Representative issues the final Certificate for Payment for the Contract. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.3 As requested by Owner or Owner's Representative, Engineers and Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineers and Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Construction Manager, Engineers and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 9.4 On the basis of the site visits, the Construction Manager, Engineers and Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Construction Manager, Engineers and Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager, Engineers and Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.5 Based on the Owner's Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.6 The Owner's Representative, Engineers and Architect have authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 9.7 The Engineers and Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.8 The Engineers and Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Owner's Representative in consultation with the Architects and Engineers will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 9.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 9.10 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at a Project site.

§ 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after execution of a Work Order, shall furnish in writing to the Owner the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's

list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

ARTICLE 11 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 11.1 The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and to award separate contracts in connection with other portions of a Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a claim as provided in Article 20.

§ 11.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 CHANGES IN THE WORK

§ 12.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating this Master Agreement or a Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor, or by written Construction Change Directive signed by the Owner.

§ 12.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Construction Manager will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Construction Manager will prepare a Change Order.

§ 12.3 The Construction Manager will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Construction Manager promptly and before conditions are disturbed.

ARTICLE 13 TIME

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 13.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 13.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.3.

§ 13.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 20.

ARTICLE 14 PAYMENTS AND COMPLETION**§ 14.1 Applications for Payment**

§ 14.1.1 Applications for Payment will be submitted individually for each Contract.

§ 14.1.2 Where a Contract is based on a Stipulated Sum or the Cost of the Work plus a Contractor’s fee with or without a Guaranteed Maximum Price, the Contractor shall submit to the Owner’s Representative, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Owner’s Representative, shall be used in reviewing the Contractor’s Applications for Payment.

§ 14.1.3 With each Application for Payment based upon the Cost of the Work, or the Cost of the Work plus a Contractor’s fee with or without a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 14.1.4 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 14.1.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 14.2 Certificates for Payment

§ 14.2.1 The Owner’s Representative will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner’s Representative determines is properly due, or notify the Contractor and Owner in writing of the Owner’s Representative reasons for withholding certification in whole or in part as provided in Section 14.2.3.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Owner’s Representative to the Owner, based on the Owner’s Representative evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Owner’s Representative knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Owner's Representative. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 14.2.3 Subject to Section 14.2.5, the Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor and Owner as provided in Section 14.2.1. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 14.2.5 The Owner's Representative may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payment to the Contractor to impose a penalty or liquidated damages on the Contractor, unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner's Representative may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payments to the Contractor, pertaining to one Contract to offset amounts in dispute under a separate Contract.

§ 14.3 Progress Payments

§ 14.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Engineers or Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 14.4 Substantial Completion

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 14.4.3 Upon receipt of the Contractor's list, the Owner's Representative, Engineers and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Engineers or Architect determines that the Work or designated portion thereof is substantially complete, the Engineer or Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 14.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 14.5 Final Completion and Final Payment

§ 14.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection and, when the Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's Representative's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

§ 15.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.15.

§ 15.2 Hazardous Materials

§ 15.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Engineers, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 INSURANCE AND BONDS

§ 16.1 The Contractor shall purchase from, and maintain in, a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from (1) claims under workers' compensation acts and other employee benefit acts which are applicable; (2) claims for damages because of bodily injury, including death; and (3) claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 8.15. Certificates of Insurance, acceptable to the Owner, evidencing required coverages, shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 16.1.1 Only at the written request of Owner, the Contractor shall furnish bonds covering faithful performance of a Contract and payment of obligations thereunder as specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater. Upon the request of any

person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under a Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 16.1.2 The Contractor shall purchase and maintain insurance of the types and with the limits set forth below, and provide bonds as set forth below, for each Contract created pursuant to this Master Agreement.
(State bonding requirements, if any, and limits of liability for insurance required.)

Type of insurance or bond	Limit of liability or bond amount (% of Contract Sum)
General liability	Two Million dollars (\$21,000,000) per incident or aggregate
Property Insurance	Two Million dollars (\$2,000,000) per incident or aggregate
Automobile	One Million dollars (\$1,000,000) per incident or aggregate
Design liability (only for subs to GC)	One Million dollars (\$1,000,000) per incident or aggregate
Workers Compensation	Statutory coverage

§ 16.1.3 The Contractor shall provide written notification to the Owner of the cancellation or expiration of any of the insurance required by this Section 16.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 16.3 Property Insurance

§ 16.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 16.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Section 16.2 and 16.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 16.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of the Contract Documents. The Contractor shall pay Subcontractors their just

shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

ARTICLE 17 CORRECTION OF WORK

§ 17.1 The Contractor shall promptly correct Work rejected by the Construction Manager, Engineer or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager, Engineer or Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.4.

§ 17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

§ 18.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 18.2 Governing Law

A Contract shall be governed by the law of the place where the Project described in the Contract is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 20.4.

§ 18.3 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner's Representative timely notice of when and where tests and inspections are to be made so that the Owner's Representative, Engineer or Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 18.4 Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to a Contract in accordance with the requirements of

the final dispute resolution method selected in this Master Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 18.4.

ARTICLE 19 TERMINATION

§ 19.1 Termination of a Contract

A Contract may be terminated in accordance with this Article 19. Termination of a Contract under this Article 19 shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

§ 19.1.1 Termination by the Contractor

If the Owner's Representative fails to certify payment as provided in Section 14.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 19.1.2 Termination by the Owner for Cause

§ 19.1.2.1 The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 19.1.2.2 When any of the above reasons exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.1.2.3 When the Owner terminates a Contract for one of the reasons stated in Section 19.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Owner's Representative, upon application, and this obligation for payment shall survive termination of the Contract.

§19.1.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 20 CLAIMS AND DISPUTES

§ 20.1 Claims, disputes and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, including those alleging an error or omission by the Architect but excluding those arising under Section 15.2, shall be referred initially to the Owner's Representative for decision. Such matters, except those waived as provided for in Section 20.8 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Owner's Representative or 30 days after submission of the matter to the Owner's Representative, be subject to mediation as a condition precedent to binding dispute resolution.

§ 20.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 20.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 20.4 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 20.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 20.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 20.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 20.8 Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 20.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 21 SCOPE OF THIS MASTER AGREEMENT

§ 21.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

§ 21.2 This Master Agreement is comprised of the following documents listed below:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

- 3 Other documents:
(List other documents incorporated into this Master Agreement.)

« »

This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Alfredo Rubalcava »«CEO and Superintendent »
(Printed name and title)

CONTRACTOR (Signature)

«James Woodside »«Vice President »
(Printed name and title)



Exhibit B

Work Order #1



AIA® Document A221™ – 2014

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 001 made as of the 20TH
day of September in the year 2018
(In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Magnolia Education & Research Foundation, DBA MPS
250 East 1st Street, Suite 1500
Los Angeles, CA 90012

THE CONTRACTOR:

(Name, legal status, and address)

Oltmans Construction Company
1005 Mission Mill Road, PO Box 985
Whittier, CA 90608-0985

THE ARCHITECT:

(Name, legal status, address and other information)

None
None
None

for the following PROJECT:

(Name, location and detailed description)

MS Building Renovation
18258 Sherman Way
Reseda, CA 91335

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Contractor's scope of Work, and related information, for the Work Order only, and is intended to be used with AIA Document A121™–2014, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

THE CONTRACT

This Work Order, together with the Master Agreement between Owner and Contractor dated the 20th
day of September in the year 2018
(In words, indicate day, month, and year.)

form a Contract. A Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Contract may be amended or modified only by a Modification.

AIA Document A221™–2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PARTY REPRESENTATIVES**
- 5 ENUMERATION OF CONTRACT DOCUMENTS**
- 6 INSURANCE AND BONDS**

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 5 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Work Order unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Work Order or, if applicable, state that the date will be fixed in a notice to proceed.)

6/18/18

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

6/20/18 () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
PCI -004 Masonry infill of existing wall openings on East wall	6/19/18

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

Init.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- ☐ Stipulated Sum, in accordance with Section 3.2 below
- ☒ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- ☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- ☐ Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be N/A (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

N/A

§ 3.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

Init.

§ 3.3 Cost of the Work plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

Work performed on a time and materials basis per direction given at OAC meeting to fill existing doorway openings in the east wall of the MS building before CMU placement of the new HS building, fill to include masonry fill plus waterproofing per attached photos. Cost based on actual costs and fees to be calculated per the master agreement. Final cost of this work order including all fees and markups is \$3,946.00 per attached PCI-004 worksheet.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.4.3.3 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Init.

AIA Document A221™-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

5

§ 3.5 Other**§ 3.5.1** The Contract Sum shall be determined in accordance with the following:*(Insert a description of how the Contract Sum will be determined.)***ARTICLE 4 PARTY REPRESENTATIVES****§ 4.1** The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:*(List name, address and other information.)*

Tim Buresh, Construction Manager
 PrimeSource Project Management
 655 Deep Valley Drive, Suite 335
 Rolling Hills Estates, CA 90274
 424/903-9412
 tim.buresh@primesourcepm.com

§ 4.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:*(List name, address and other information.)*

Devin Ulibarri, Project Manager
 Oltmans Construction Company
 1005 Mission Mill Road
 Whittier, CA 90601
 562/948-4242
 devinu@oltmans.com

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS**§ 5.1** The Contract Documents are defined in Section 6.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.**§ 5.1.1** This Work Order**§ 5.1.2** The Master Agreement**§ 5.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 5.1.4 The Specifications:*(Either list the Specifications here or refer to an exhibit attached to this Work Order.)*

Init.

AIA Document A221™-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

6

Section	Title	Date	Pages
---------	-------	------	-------

§ 5.1.5 The Drawings:*(Either list the Drawings here or refer to an exhibit attached to this Work Order.)*

Number	Title	Date
--------	-------	------

§ 5.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 5.1.7 Additional documents, if any, forming part of the Contract Documents:*(List here any additional documents that are intended to form part of the Contract Documents.)***ARTICLE 6 INSURANCE AND BONDS**

Insurance and bonds will be in accordance with Article 16 of the Master Agreement, except as indicated below:

Init.

AIA Document A221™-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

7

This Work Order entered into as of the day and year first written above.

OWNER *(Signature)*

Alfredo Rubalcava, CEO and Superintendent

(Printed name and title)

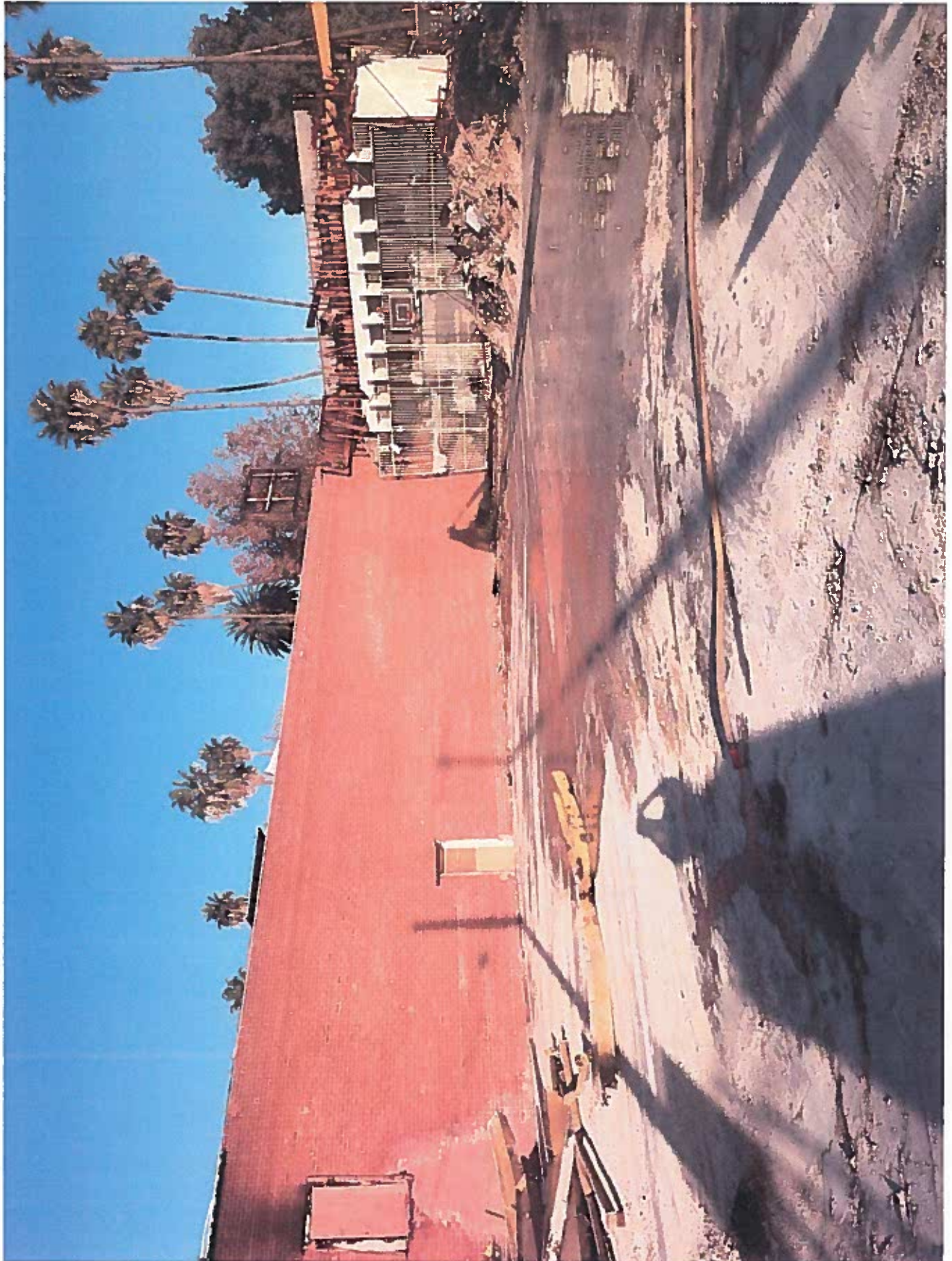
CONTRACTOR *(Signature)*

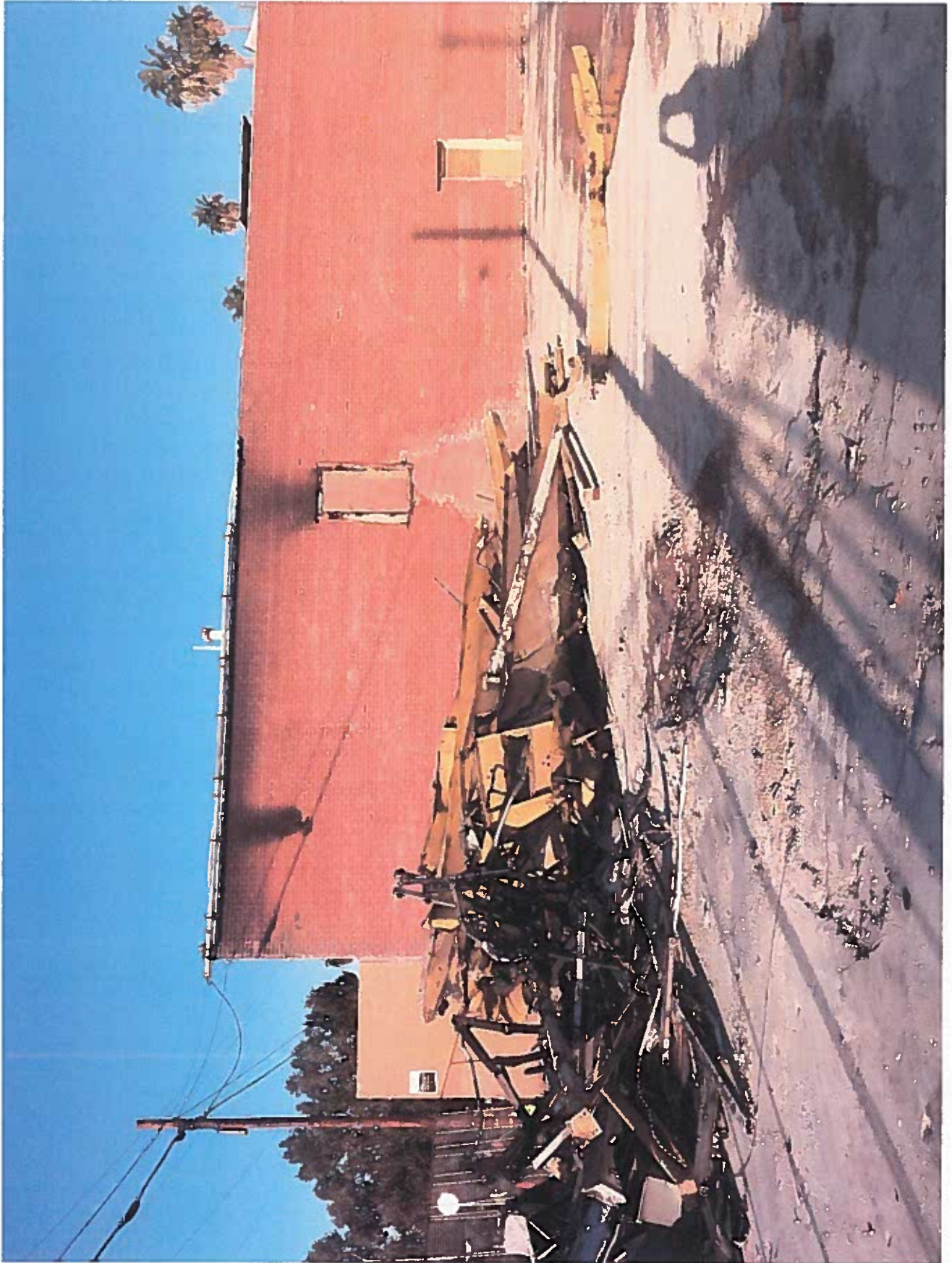
(Printed name and title)

Init.

AIA Document A221™-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

8





Oltmans

CONSTRUCTION CO.

10005 Mission Mill Road
Whittier, CA 90601
Phone: (562) 948-4242 Fax: (562) 695-9267**POTENTIAL CHANGE ITEM**

PCI004

TITLE: Masonry Infill at (E) Building**DATE:** 06/18/2018**PROJECT:** Magnolia Science Academy**PROJECT NO.:** 18049**TO:**Magnolia Educational and Research Foundation
250 E. 1st St., 1500
Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This Change Order Request includes costs associated with infill at existing building.

Vendor	Description	Amount
Majestic Masonry	Masonry Infill at Existing Building	3,107.00
	SUBTOTAL:	3,107.00
	(OCCO JWO #001)	540.00
	GL	36.00
	SDI	46.00
	Bond	30.00
	Fee	187.00
	SUBTOTAL:	839.00
TOTAL COST FOR THIS CHANGE ORDER REQUEST:		3,946.00

APPROVAL:

Oltmans Construction Co.

APPROVAL:

Magnolia Educational and Research

BY: Devin Ulibarri**BY:****DATE:****DATE:**

Majestic Masonry Inc.**SUBCONTRACTOR CHANGE ORDER REQUEST**

Date: 6/19/2018
 Subcontractor Name: Majestic Masonry, Inc.
 Address: 1357 O'Malley Way
 City & State: Upland, CA. 91786
 COR#: 1
 Change Order For: TWO FILL INS

Project number: _____
 Project Name: MAGNOLIA
 Project Address: 18222 SHERMAN WAY
 City & State: RESADA, CA

Description of Work				
Equipment	Quantity	Unit Of Measure	Unit Cost	Equipment Costs
				\$ -
				\$ -
				\$ -
Subtotal				\$ -

Materials & Labor	Quantity	Unit Of Measure			Unit Cost	Materials Costs
4x8x16	60	BLOCK			\$ 2.50	\$ 150.00
						\$ -
SPEC MIX	7	BAGS			\$ 8.00	\$ 56.00
REBAR	5	PCS			\$ 14.00	\$ 70.00
EPOXY	2	TUBES			\$ 55.00	\$ 110.00
						\$ -
Subtotal						\$ 386.00

Labor	Quantity	Unit Of Measure					Unit Cost	Labor Costs
Forman/Mason	16						\$61.00	\$ 976.00
								\$ -
Tender	16						\$ 40.00	\$ 640.00
Truck	6						\$ 85.00	\$ 510.00
SUPT	2						\$ 95.00	\$ 190.00
								\$ -
								\$ -
Subtotal								\$ 2,316.00

Total Columns:				\$ -		\$ 386.00		\$ 2,316.00
Taxes (8.5%): see note below)						0.00%		
Total Costs:				\$ -		\$ 386.00		\$ 2,316.00

San Bernardino

NOTE: Please use appropriate tax rate for your county

Total Costs:	\$ 2,702.00
Mark-Up % 15	\$ 405.00
Total:	\$ 3,107.00



Exhibit C

Work Order #2



AIA® Document A221™ – 2014

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 002 made as of the 20th
day of September in the year 2018
(In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Magnolia Education & Research Foundation, DBA MPS
250 East 1st Street, Suite 1500
Los Angeles, CA 90012

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Contractor's scope of Work, and related information, for the Work Order only, and is intended to be used with AIA Document A121™–2014, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

THE CONTRACTOR:

(Name, legal status, and address)

Oltmans Construction Company
1005 Mission Mill Road, PO Box 985
Whittier, CA 90608-0985

THE ARCHITECT:

(Name, legal status, address and other information)

None

None

None

for the following PROJECT:

(Name, location and detailed description)

MS Building Renovation
18258 Sherman Way
Reseda, CA 91335

THE CONTRACT

This Work Order, together with the Master Agreement between Owner and Contractor dated the 20th
day of September in the year 2018
(In words, indicate day, month, and year.)

form a Contract. A Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Contract may be amended or modified only by a Modification.

Init.

AIA Document A221™–2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

1

TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PARTY REPRESENTATIVES**
- 5 ENUMERATION OF CONTRACT DOCUMENTS**
- 6 INSURANCE AND BONDS**

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 5 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Work Order unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Work Order or, if applicable, state that the date will be fixed in a notice to proceed.)

June 18, 2018

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

fifteen (15) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work

PCI-009 - Remove and replace drywall for seismic engineering investigation of existing building connections per marked up drawings and direction of Structural Engineer Brandow & Johnston, multiple passes may be required

Substantial Completion Date

8/3/18

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Init.

AIA Document A221™-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

2

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- ☐ Stipulated Sum, in accordance with Section 3.2 below
- ☒ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- ☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- ☐ Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 3.3 Cost of the Work plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

Work performed on a time and materials basis per direction given at OAC meetings and site walk meetings with Brandow & Johnston to remove and then replace after Structural Engineer inspection and release existing drywall covering structural connections in MS Building. Cost based on actual costs and fees to be calculated per the master agreement. Final cost of this work order including all fees and markups is \$22,659.00 per attached PCI-009 worksheet.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.4.3.3 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:

(Insert a description of how the Contract Sum will be determined.)

ARTICLE 4 PARTY REPRESENTATIVES

§ 4.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address and other information.)

Tim Buresh, Construction Manager
PrimeSource Project Management
655 Deep Valley Drive, Suite 335
Rolling Hills Estates, CA 90274
424/903-9412
tim.buresh@primesourcepm.com

§ 4.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address and other information.)

Devin Ulibarri, Project Manager
Oltmans Construction Company
1005 Mission Mill Road
Whittier, CA 90601
562/948-4242
devinu@oltmans.com

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents are defined in Section 6.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 5.1.1 This Work Order

§ 5.1.2 The Master Agreement

§ 5.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 5.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

Init.

AIA Document A221™-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.**

6

Section	Title	Date	Pages
---------	-------	------	-------

§ 5.1.5 The Drawings:*(Either list the Drawings here or refer to an exhibit attached to this Work Order.)*

Brandow & Johnston investigation plans dated 6/1/18 + field modifications as directed by Structural Engineer

Number	Title	Date
--------	-------	------

§ 5.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 5.1.7 Additional documents, if any, forming part of the Contract Documents:*(List here any additional documents that are intended to form part of the Contract Documents.)***ARTICLE 6 INSURANCE AND BONDS**

Insurance and bonds will be in accordance with Article 16 of the Master Agreement, except as indicated below:

This Work Order entered into as of the day and year first written above.

OWNER *(Signature)*

Alfredo Rubalcava, CEO and Superintendent
(Printed name and title)

CONTRACTOR *(Signature)*

James Woodside, Vice President
(Printed name and title)

Init.

AIA Document A221™-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand® Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

8



BRADLOW & JOHNSTON
EST. 1946
STRUCTURAL-CIVIL ENGINEERS PLLC
700 N. FLORENCE ST. SUITE 1000 LOS ANGELES, CA 90012
P: (213) 760-0500
WWW.BJCE.COM

STRUCTURAL AS BUILT

**MAGNOLIA SCIENCE
ACADEMY**
10220 WILSON WAY, NEWPORT BEACH, CA 92646

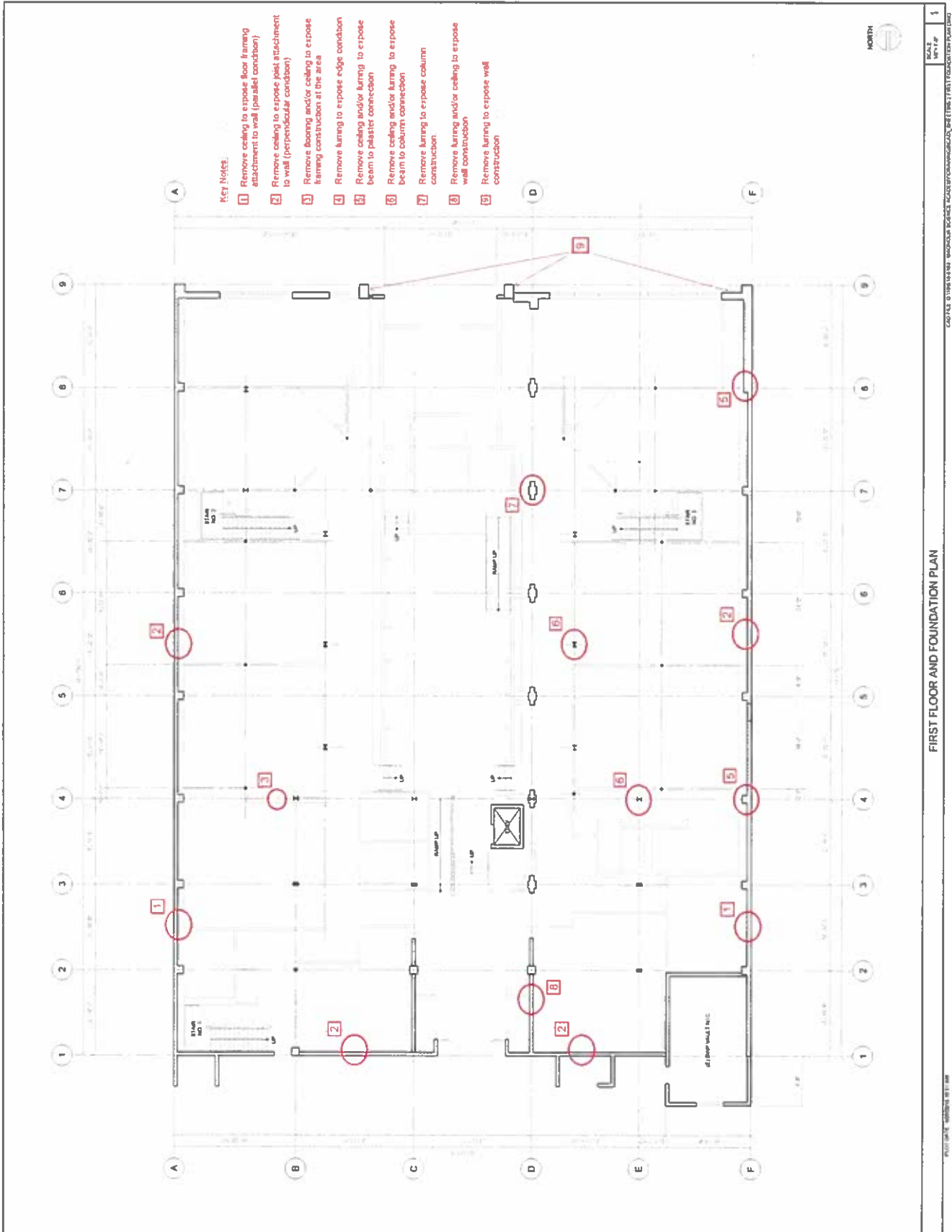
REVISIONS: _____ DATE: _____

SHEET TITLE

**FIRST FLOOR AND
FOUNDATION PLAN**

SHEET NUMBER

S-2





BRANDOW & JOHNSTON
EST. 1946
STRUCTURAL-CIVIL ENGINEERS (ALLIANCE, INC.)
1801 S. FLORISSA ST. SUITE 100, LOS ANGELES, CA 90007
P: (213) 340-0000
WWW.BANDJ.COM

PAGE 11

STRUCTURAL AS BUILT

**MAGNOLIA SCIENCE
ACADEMY**
1575 WILSHIRE BLVD. #200 LOS ANGELES, CA 90010

REV. NO. DATE

PAGE TITLE

SECOND FLOOR FRAMING PLAN

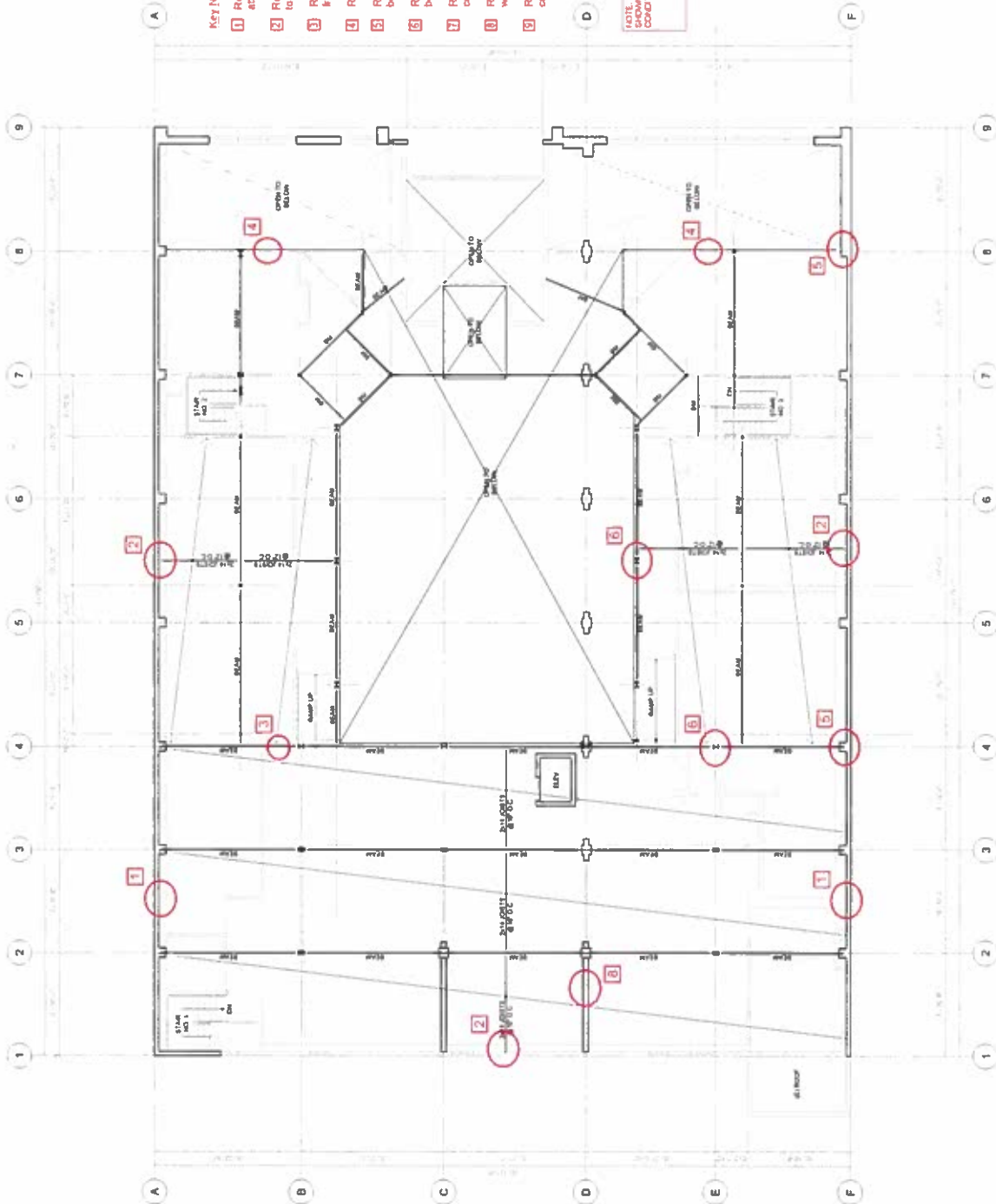
DATE: 10/11/18

S-3

Key Notes

- 1 Remove ceiling to expose floor framing attachment to wall (parallel condition)
- 2 Remove ceiling to expose joint attachment to wall (perpendicular condition)
- 3 Remove flooring and/or ceiling to expose framing construction at the area
- 4 Remove luring to expose edge condition
- 5 Remove ceiling and/or luring to expose beam to plaster connection
- 6 Remove ceiling and/or luring to expose beam to column connection
- 7 Remove luring to expose column construction
- 8 Remove luring and/or ceiling to expose wall construction
- 9 Remove luring to expose wall construction

NOTE: THESE ITEMS ARE SAME AS FIRST FLOOR BUT SHOWN FROM ABOVE TO INDICATE FRAMING CONDITIONS



NORTH

SECOND FLOOR FRAMING PLAN

SCALE: 1/8" = 1'-0"

PROJECT: MAGNOLIA SCIENCE ACADEMY



BRADOW & JOHNSTON
EST. 1946
STRUCTURAL-CIVIL ENGINEERS (MILWAUKEE, WIS.)
700 N. FLORISSA STREET, SUITE 100, LOS ANGELES, CA 90012
T: (213) 786-4000
WWW.BJ-USA.COM

PROJECT 1
STRUCTURAL AS BUILT

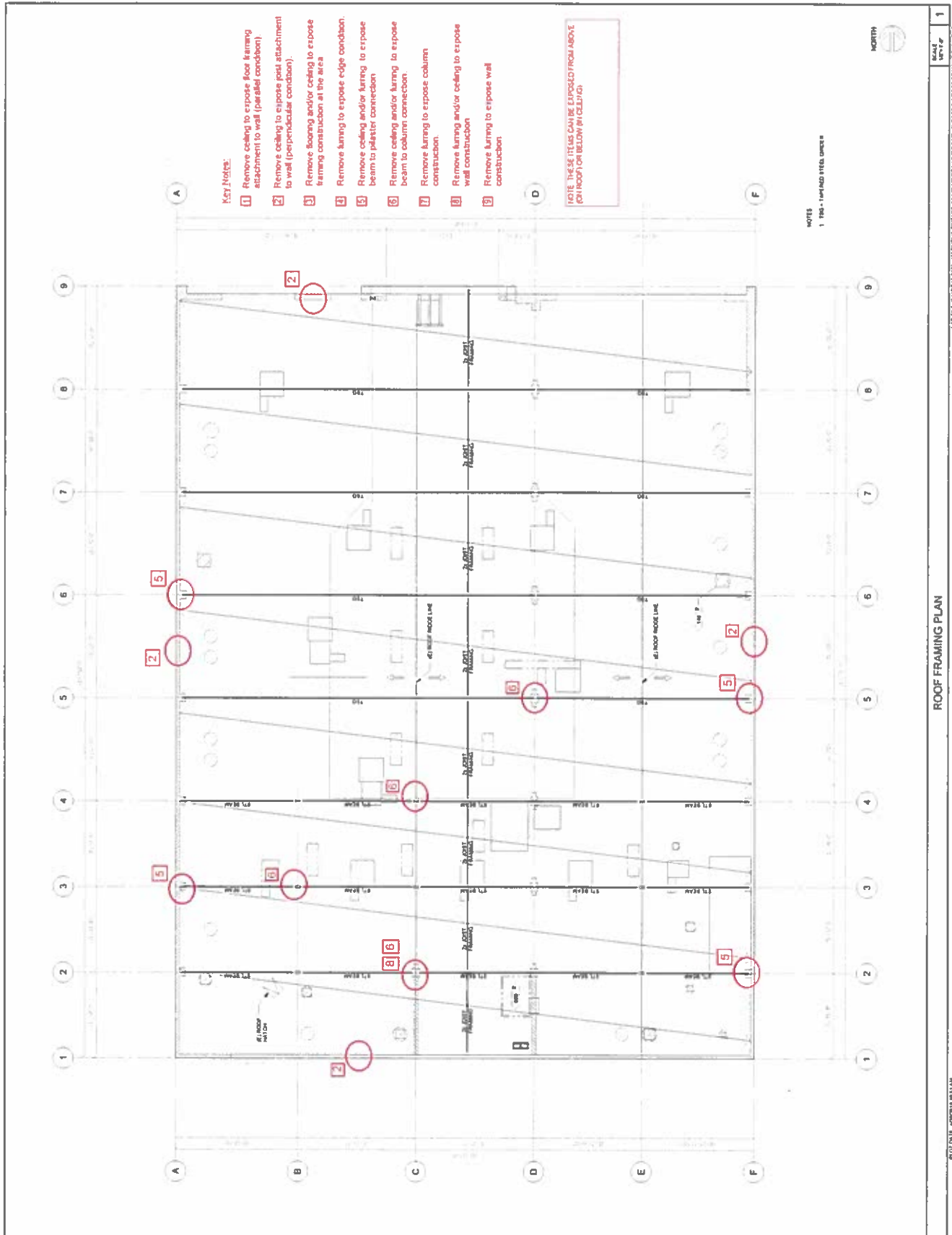
**MAGNOLIA SCIENCE
ACADEMY**
4228 WILSHIRE BOULEVARD, WEST HAVEN, CT 06457

REVISIONS	DATE

ROOF FRAMING PLAN

SHEET NUMBER

S-4



POLB Organization	Team Member			
	Dewberry	IEM	Prime Source	MBI
Engineering Svc Bureau				
Construc Mgt Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Engineering Design Div	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Maintenance Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Program Mgt Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Project Control Div	<input checked="" type="checkbox"/>			
Survey Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Planning & Env Bureau	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Finance & Admin Bureau	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	

Oltmans

CONSTRUCTION CO.

10005 Mission Mill Road
Whittier, CA 90601
Phone: (562) 948-4242 Fax: (562) 695-9267**POTENTIAL CHANGE ITEM**

PCI009

TITLE: Structural Investigation at MSA-1 Building**DATE:** 06/18/2018**PROJECT:** Magnolia Science Academy**PROJECT NO.:** 18049**TO:**Magnolia Educational and Research Foundation
250 E. 1st St., 1500
Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This Change Order Request includes costs associated with structural investigation at MSA-1 building, per Owner's request.

Vendor	Description	Amount
Oltmans Drywall/Door	Drywall tape and finish patches after structural observation (OCCO Wall EWO 4)	5,446.00
Oltmans Drywall/Door	Demo specified areas for structural investigation at MSA-1 building, from 6-13-18 to 6-18-18. Includes clean-up and protection of surfaces. (OCCO Wall EWO 1)	7,422.00
Oltmans Drywall/Door	Finish demo and clean up (OCCO Wall EWO 2)	1,210.00
Oltmans Drywall/Door	Drywall and framing demo areas (OCCO Wall EWO 3)	5,097.00
	SUBTOTAL:	19,175.00
	Equipment Rental	1,775.00
	GL	204.00
	SDI	262.00
	Bond	172.00
	Fee	1,071.00
	SUBTOTAL:	3,484.00
TOTAL COST FOR THIS CHANGE ORDER REQUEST:		22,659.00

APPROVAL:

Oltmans Construction Co.

BY: Devin Ulibarri**DATE:****APPROVAL:**

Magnolia Educational and Research

BY:**DATE:**



Oltmans Wall

Date: 6/29/2018

Project: Magnolia Academy DW - 18177

Attn:
Oltmans Construction Co.
10005 Mission Mill Road
Whittier, CA 90601

Extra Work Order No. 4

Description of work performed as a change to the contract: Material, Equipment, and Labor to tape and finish all reconstructed areas as directed by Oltmans Superintendent.

*Oltmans Superintendent's Authorization to proceed: _____

LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time	Total
Superintendent		\$107.00		\$160.00		\$55.25	\$ -
Foreman		\$76.00		\$116.00		\$40.20	\$ -
Carpenter	64	\$74.00		\$114.00		\$37.85	\$ 4,736.00
Labor Total	\$4,736.00						

*All Labor Rates include base rate, taxable benefits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Piece count	Amount used	Price	Total
Invoice 1	EA		0.000	\$ -
5/8" Drywall	SQFT		0.285	\$ -
3 5/8" 20ga Studs	LF		1.490	\$ -
3 5/8" 20ga Track	LF		0.000	\$ -
Taping Mud	BOX		7.900	\$ -
Plastic Roll	ROLL		35.000	\$ -
Tape	ROLL		5.500	\$ -
1 1/2" 20ga Angle	LF		2.900	\$ -
			0.000	\$ -
			0.000	\$ -
			0.000	\$ -
Material Total				\$ -

Subcontractor Total	\$0.00	Material Total	\$	-
OH&P on Subcontractor	\$0.00	Tax	9.75%	\$
Labor Total	\$4,736.00	OH&P	15%	\$ 710.40

Grand Total \$5,446.40

**Oltmans Superintendent's Labor and Material Verification: _____

Oltmans Wall Representative: _____

*Oltmans Superintendent's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendent's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6.29.18

Project: MAGNOLIA SCIENCE CENTER

Attn:
Oltmans Construction Co.
10005 Mission Mill Road
Whittier, CA 90601

Extra Work Order No. 4

Description of work performed as a change to the contract:

- THIS EWO IS TO CAPTURE ALL THE LABOR HOURS
ACCUMULATED DURING THIS JOB FOR THE TAPERS
- DRYWALL TAPING FROM DEMOLITION - 48
 - DRYWALL TAPING EXISTING PATCHES - 16

*Oltmans Superintendant's Authorization to proceed: _____

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
erman				\$ -
TAPER Carpenter	64			\$ -
Labor Total	\$0.00			

*All Labor Rates include base rate, taxable benefits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amount used	Price	Total

Subcontractor Total	\$0.00	Material Total	\$ -
OH&P on Subcontractor	\$0.00	Tax 9.25%	\$ -
Labor Total	\$0.00	OH&P 15%	\$ -

Grand Total \$0.00

**Oltmans Superintendant's Labor and Material Verification: _____

Oltmans Wall Representative: _____

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6-18-18

Project: MAGNOLIA SCIENCE ACADEMY

Attn:

Oltmans Construction Co.
10005 Mission Mill Road
Whittier, CA 90601

Extra Work Order No. 1

Description of work performed as a change to the contract:

- DEMOLITION FLOOR PLANS DRAWN BY BRANDOW & JOHNSTON
- INSTRUCTED BY MARCO GONZALEZ & COORDINATED BY JEFF ZICH ON DEMOLITION LOCATION, QUANTITY, & PROCEDURE.
- SPACE IS OCCUPIED, ALL FINISHES & FURNITURE REQUIRED DUST PROTECTION & CLEANUP.
- STARTED ON 6-13-18

*Oltmans Superintendant's Authorization to proceed: _____

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
Reman	32			\$ -
Carpenter	48			\$ -
Labor Total	\$0.00			

*All Labor Rates include base rate, taxable benefits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amount used	Price	Total
SEE ATTACHED			
HOME DEPOT RECEIPTS			
\$474.69			

Subcontractor Total \$0.00
OH&P on Subcontractor \$0.00
Labor Total \$0.00

Material Total \$ -
Tax 9.25% \$ -
OH&P 15% \$ -

Grand Total \$0.00

**Oltmans Superintendant's Labor and Material Verification: _____

Oltmans Wall Representative: _____

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope

DAILY JOB REPORT

REPORT NUMBER:

JOB NO.:

JOB VISITED BY: JUAN MELENDEZ

DAY: FRIDAY

DATE: 6-15-18

CONTRACT TIME!

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: 3 LABORERS: OTHERS:

WEATHER NOTE: _____

CONTINUANCE OF DEMOLITION ON 1ST FLOOR & BEGINNING 2ND FLOOR
DUST PROTECTION, FLOOR COVERINGS, & CLEAN UP PROVIDED.

Oltmans

CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:

4

JOB NAME: **MAGNOLIA SCIENCE ACADEMY**
 JOB NO.:
 JOB VISITED BY: **JUAN MELENOREZ**

DAY: **MONDAY**DATE: **6.18.18**

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: ☒ LABORERS: ☐ OTHERS: ☐

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCLO WALL	DRYWALL	JUAN			
		WILLIE			
		FRANCISCO			

WEATHER NOTE: _____

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

CONTINUOUS DEMOLITION FROM 6.15.18 2ND FLOOR & 3RD FLOOR ROOFLINE
DUST PROTECTION, FLOOR COVERING, & CLEANUP PROVIDED.



More saving.
More doing.™

ISSA.KHOURY@HOMEDEPOT.COM
16800 ROSCOE BLVD VAN NUYS CA, 91406

661 00009 05042 06/13/18 06:51 AM
CASHIER LEONARDO

051115036835 2090 -A-
SCOTCHBLUE 1 88' 2090
206.58
021200111077 TAPE -A-
SCOTCH 1.41" MASKING TAPE
202.91

073257012829 12' 7MIL CLR PLASTIC
12'X400' 7MIL CLR PLASTIC
8.97
0522F0521540 13" HDX LADDER
13" HDX ALUM. LADDER WITH DUTY PAN
99.98
051751027570 8' FG STEP LADDER TI 250LB
8' FG STEP LADDER TI 250LB
MLP Savings \$24.02
6348542300223 N95 DISPOSAB -A-
HDX N95 VALVE RESPIRATOR 15PK
14.97
006925098591 D 6PC -A-
DIABLO 6PC SET
10.98
071798004129 BRUSH -A-
QUILLINE HORSEHAIR BENCH BRUSH
9.97
073319075182 18PK MICRO -A-
HDX MICROFIBER TOWEL 18PK

SUBTOTAL 257.86
SALES TAX 24.50
TOTAL \$282.36

XXXXXX5770 HOME DEPOT
AUTH CODE 013802



More saving.
More doing.™

ISSA.KHOURY@HOMEDEPOT.COM
16800 ROSCOE BLVD VAN NUYS CA, 91406

661 00006 77957 06/19/18 10:34 AM
CASHIER JASMYNE

073257132426 TRASH BAGS -A- 17.97
HUSKY 42G CONTRACTOR TRASHBAG 32PK
049727220742 4" HAMMERKNE -A- 8.97
WB HAMMER-END JOINT KNIFE 4"
049727230024 MUD PAN -A- 12.89
12IN STAINLESS STEEL MUD PAN
073257012881 POLY SHEET -A- 43.98
10'X100' 1MIL CLEAR POLY SHEETING
01952011130 1 2 4X4 BC -A- 23.03
0.451IN X 47.75IN 47.75IN LAMDED
00003989-735 CA LBR FEE -A, U- 8.20N
CCA LUMBER FEE
047034360991 HVY RED RSN -A- 13.47
166" HVY WT RED ROSIN PAPER

SUBTOTAL 120.54
SALES TAX 11.43
TOTAL \$131.97

XXXXXXXXXX5770 HOME DEPOT
AUTH CODE 019867/8065712 TA



More saving.
More doing.™

ISSA.KHOURY@HOMEDEPOT.COM
16800 ROSCOE BLVD VAN NUYS CA, 91406

661 00006 36056 06/15/18 06:50 AM
CASHIER MICHAEL

073257012829 12' PLASTIC -A- 34.98
12'X400' 7MIL CLR PLASTIC
761475978231 CLICK DUST -A- 6.98
UNGER MICROFIBER CLICK & DUST DUSTER
051115036835 2090 -A-
SCOTCHBLUE 1 88' 2090
206.58

SUBTOTAL 55.12
SALES TAX 5.24
TOTAL \$60.36

XXXXXXXXXX5770 HOME DEPOT
AUTH CODE 015808/629



Oltmans Wall

Date: 6-20-18

Project: MAGNOLIA SCIENCE ACADEMY

Attn:

Oltmans Construction Co.
10005 Mission Mill Road
Whittier, CA 90601

Extra Work Order No. 2

Description of work performed as a change to the contract:

PROVIDED FIELD SUPERINTENDENT JEFF RICH WITH ASSISTANCE
IN LIGHT DEMOLITION & GENERAL SITE CLEANUP.

*Oltmans Superintendant's Authorization to proceed: _____

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
Foreman	8			\$ -
Carpenter	6			\$ -
Labor Total	\$0.00			

*All Labor Rates include base rate, taxable benefits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amount used	Price	Total

Subcontractor Total \$0.00
OH&P on Subcontractor \$0.00
Labor Total \$0.00

Material Total \$ -
Tax 9.25% \$ -
OH&P 15% \$ -

Grand Total \$0.00

**Oltmans Superintendant's Labor and Material Verification: _____

Oltmans Wall Representative: _____

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6/26/2018

Project: Magnolia Academy DW - 18177

Attn:
Oltmans Construction Co.
10005 Mission Mill Road
Whittier, CA 90601

Extra Work Order No. 3

Description of work performed as a change to the contract: Material, Equipment, and Labor to reframe and drywall all affected areas including 59 drywall patches as directed by Oltmans Superintendent.

*Oltmans Superintendent's Authorization to proceed: _____

LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time	Total
Superintendent		\$107.00		\$160.00		\$55.25	\$ -
Foreman	32	\$76.00		\$116.00		\$40.20	\$ 2,432.00
Carpenter	16	\$74.00		\$114.00		\$37.85	\$ 1,184.00
Labor Total	\$3,616.00						

*All Labor Rates include base rate, taxable benefits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Piece count	Amount used	Price	Total
Invoice 1	EA		0.000	\$ -
5/8" Drywall	SQFT	192	0.285	\$ 54.72
3 5/8" 20ga Studs	LF	100	1.490	\$ 149.00
3 5/8" 20ga Track	LF		0.000	\$ -
Taping Mud	BOX	15	7.900	\$ 118.50
Plastic Roll	ROLL	3	35.000	\$ 105.00
Tape	ROLL	17	5.500	\$ 93.50
1 1/2" 20ga Angle	LF	80	2.900	\$ 232.00
			0.000	\$ -
			0.000	\$ -
			0.000	\$ -
Material Total				\$ 752.72

Subcontractor Total	\$0.00	Material Total	\$	752.72
OH&P on Subcontractor	\$0.00	Tax	9.75%	\$ 73.39
Labor Total	\$3,616.00	OH&P	15%	\$ 655.31

Grand Total \$5,097.42

**Oltmans Superintendant's Labor and Material Verification: _____

Oltmans Wall Representative: _____

*Oltmans Superintendent's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendent's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6.26.18

Project: MAGNOLIA SCIENCE CENTER

Attn:

Oltmans Construction Co.
10005 Mission Mill Road
Whittier, CA 90601

Extra Work Order No. 3

Description of work performed as a change to the contract:

- AFTER DEMOLITION & CLEARANCE FROM ON SITE SUPERINTENDENT
WE PROCEEDED TO REFRAME & DRYWALL ALL THE AFFECTED AREAS
- WE HAD 59 AREAS THAT WERE DRYWALLED OR REFRAMED AND
3 AREAS WITH FRAMING LATH
- 59 DRYWALL PATCHES

*Oltmans Superintendant's Authorization to proceed: _____

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
Superintendent	32			\$ -
Carpenter	16			\$ -
Labor Total	\$0.00			

*All Labor Rates include base rate, taxable benefits, insurance, workers comp, and other SUI Union Fringe Benefits

Material	Amount used	Price	Total
4x8x 5/8 DRYWALL	6		
3 5/8 x 10' 20 G. STUD	10		
1 1/2 x 10' 20 G. ANGLE	8		
TNT MUD.	7		
LITESET 20	8		
.7 Mil 400' PLASTIC ROLL	3		
2" MASKING TAPE	10		
MESH TAPE	7		

Subcontractor Total \$0.00
OH&P on Subcontractor \$0.00
Labor Total \$0.00

Material Total \$ -
Tax 9.25% \$ -
OH&P 15% \$ -

Grand Total \$0.00

**Oltmans Superintendant's Labor and Material Verification: _____

Oltmans Wall Representative: _____

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.
**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.

Oltmans

DAILY JOB REPORT

REPORT NUMBER

3

JOB NAME: MAGNOLIA SCIENCE CENTER

JOB NO.: 18177

JOB VISITED BY: JUAN MELENDEZ

DAY: FRIDAY

DATE: 6-22-18

CONTRACT TIME

DAYS

ELAPSED TIME

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: ☒ LABORERS: ☐ OTHERS: ☐

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S Date
DECO WALL	DRYWALL	Juan W. J. L. C.	8 8		

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

• CONTINUED PATCHING & REFRAMING WHERE NEEDED
AREAS OF WORK:

- FIRST FLOOR WOMENS RESTROOM - 2 columns, 2 soffits, 2 lids
- ROOM # 123 x 3
- Copy Room # 118 x 4
- EAST RESTROOM
- ROOM # 113
- ROOM # 112 x 3
- ROOM # 111 x 6



DAILY JOB REPORT

REPORT NUMBER.

JOB NAME: MAGNOLIA SCIENCE CENTER
 JOB NO.: 18177
 JOB VISITED BY: JUAN MELENDEZ

DAY: TUESDAY

DATE: 6-26-18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY EMPLOYER: CARPENTERS: LABORERS: OTHER:

SUBCONTRACTORS ON JOB	TRADE	NAME	HRS.	SUBS NOTIFIED	S Date
OC CLOWALL	DRYWALL	JUAN	8		

WEATHER NOTE:

GENERAL LOGS: (BRIEF DESCRIPTION OF WORK DONE)

- REFRAME & HANG column ON GRIDLINE "4B" x 4
- REFRAME & HANG column ON GRIDLINE "4C" x 1
- ROOM # 212 x 3
- Southwest STAIRCASE 1
- FRAMING FOR LATH INSTALLATION (9) EXTERIOR OF Building - 3



BRANCH 508
7755 CANOGA AV
CANOGA PARK CA 91304-4914
818-340-5881
818-340-8635 FAX

OLTMANS CONSTRUCTION

JUN 28 2018

RECEIVED

RENTAL RETURN
INVOICE

158373268-001

Job site
Address

JOB# 18049 MAGNOLIA SCHOOL
18220 SHERMAN WAY
RESEDA CA 91335

Office: 562-948-4242 Cell: 562-217-5741

41.15621 MB D.421 29642521 p01 401466 1-1 0



OLTMANS CONSTRUCTION CO.
10005 MISSION MILL ROAD
WHITTIER CA 90601-1739

18049

Customer # : 3032899
Invoice Date : 06/20/18
Rental Out : 06/19/18 07:00 AM
Rental In : 06/19/18 03:00 PM
UR Job Loc : 18220 SHERMAN WAY, R
UR Job # : 2
Customer Job ID:
P.O. # : NOPOR
Ordered By : JEFF RICH
Reserved By : FERNANDO MORRINO
Salesperson : CHRISTOPHER LESSING

Invoice Amount: \$683.56

Terms: Due Upon Receipt
Payment options: Contact our credit office 212 333-6600 Ext. 84673
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10139699	ROOM 30-33' ARTICULATING DC Make: GENIE Model: Z-30/20N RJ Serial: Z30N13-14535 Meter out: 435.90 Meter in: 436.60	368.00	368.00	1117.00	2459.00	368.00

Rental Subtotal: 368.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
2	CA PERSONAL PROP TAX REIMB CHARGE [DRSURCA/MCI]	2.760	EACH	2.76
1	ENVIRONMENTAL SERVICE CHARGE (ENV/MCI)	4.780	EACH	4.78
1	DELIVERY CHARGE	130.000	EACH	130.00
1	PICKUP CHARGE	130.000	EACH	130.00

Sales/Misc Subtotal: 267.54

Agreement Subtotal: 635.54

Tax: 48.02

Total: 683.56

COMMENTS/NOTES:

CONTACT: JEFF RICH
CELL#: 562-217-5741

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online

Page: 1



BRANCH 508
7755 CANOGA AV
CANOGA PARK CA 91304-4914
818-340-5881
818-340-0035 FAX

OLTMANS CONSTRUCTION

JUL 03 2018

RECEIVED

RENTAL RETURN INVOICE

158187979-001

Job Site
Address

JOB# 18049 MAGNOLIA SCHOOL
18220 SHERMAN WAY
RESEDA CA 91335

Office: 562-948-4242 Cell: 562-217-5741

5.1.18411 MB 0.421 30730521.p01 426509 1-1 0



OLTMANS CONSTRUCTION CO.
10005 MISSION MILL ROAD
WHITTIER CA 90601-1739

Customer # : 3032899
Invoice Date : 06/26/18
Rental Out : 06/13/18 07:00 AM
Rental In : 06/25/18 02:00 PM
UR Job Loc : 18220 SHERMAN WAY, R
UR Job # : 2
Customer Job ID:
P.O. # : NOPOR
Ordered By : JEFF RICH
Reserved By : SUSANA PACHECO
Salesperson : CHRISTOPHER LESSING

Invoice Amount: \$1,091.03

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6800 Ext. 84873
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:						
Qty	Equipment	Description	Minimum	Day	Week	4 Week
1	10529722	SCISSOR LIFT 19' ELECTRIC Make: SKYJACK Model: SJIII3219 Serial: 22102059 Meter out: 64.10 Meter in: 65.60	179.00	179.00	364.00	727.00
						Amount
						727.00
						Rental Subtotal: 727.00
SALES/MISCELLANEOUS ITEMS:						
Qty	Item		Price	Unit of Measure	Extended Amt.	
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	5.452	EACH	5.45	
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	9.450	EACH	9.45	
1	DELIVERY CHARGE		133.000	EACH	133.00	
1	PICKUP CHARGE		133.000	EACH	133.00	
						Sales/Misc Subtotal: 280.90
						Agreement Subtotal: 1,007.90
						Tax: 83.13
						Total: 1,091.03

COMMENTS/NOTES:

CONTACT: JEFF RICH
CELL#: 562-217-5741
CAN PRE DELIVER BEFORE 3PM

18049
01510.00
E

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URControlSupport@unrent.com

Page: 1







































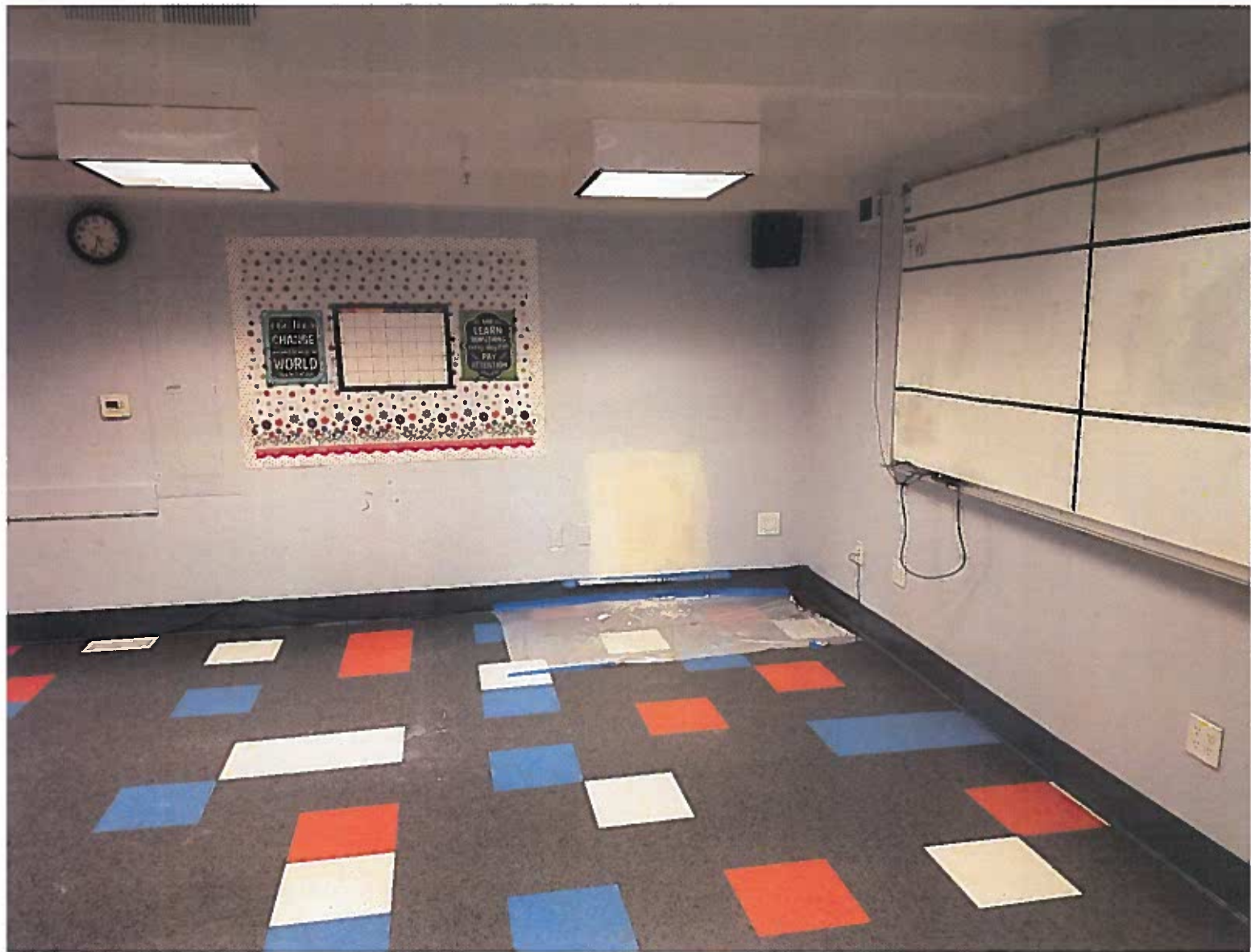


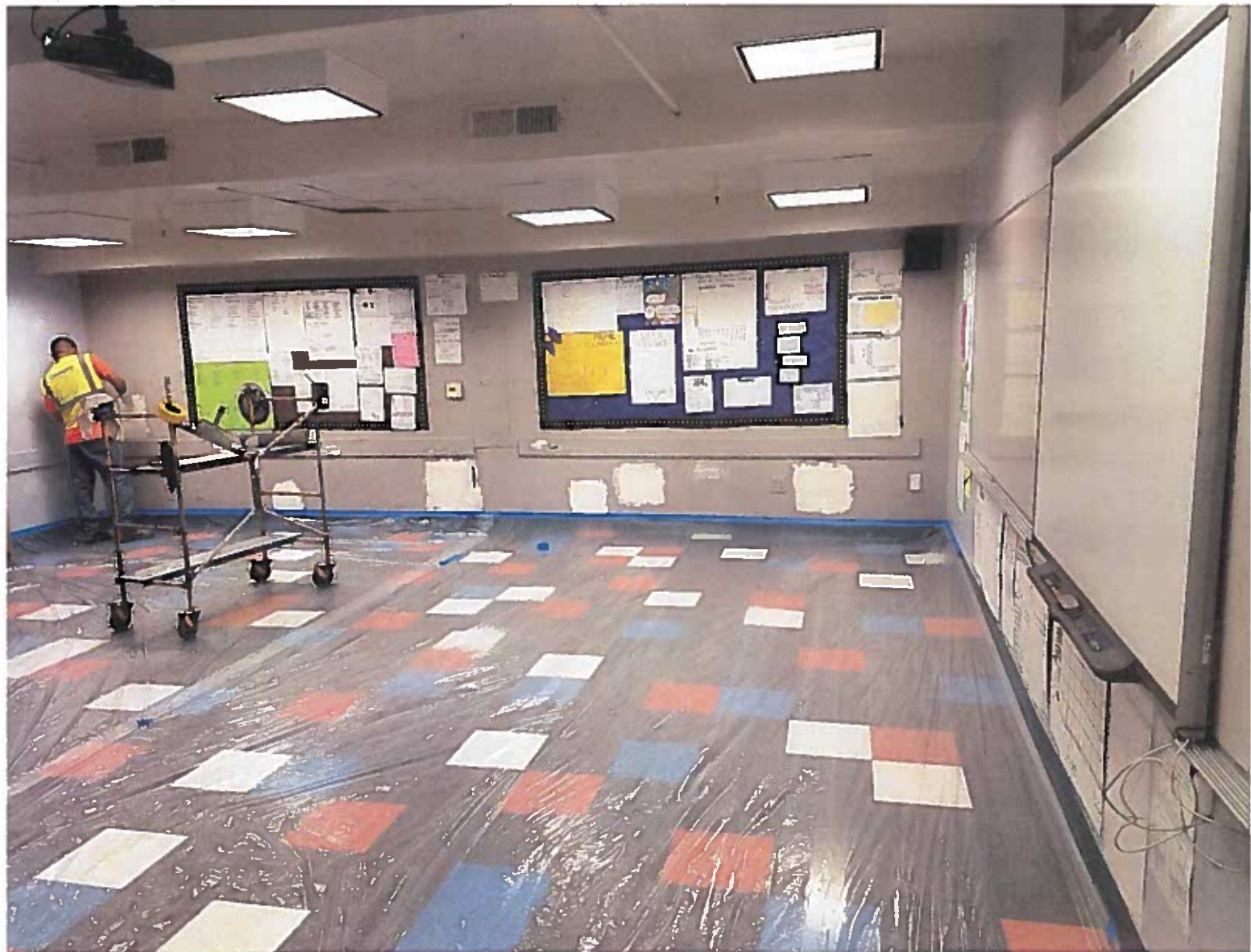














Cover Sheet

Approval of Updated MPS Bylaws

Section:	II. Consent Items
Item:	G. Approval of Updated MPS Bylaws
Purpose:	Vote
Submitted by:	
Related Material:	II G Amended and Restated Bylaws 2018-10-11.pdf



Board Agenda Item #	Agenda # II G- Consent Item
Date:	10/11/12
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel and Facilities Director
RE:	Amended and Restated MPS Bylaws

Proposed Board Motion

I move that the Board approve the amended and restated Magnolia Educational & Research Foundation Bylaws.

Background

The MPS Bylaws were last updated in November 2016, since then there have been changes in the board composition that are not reflected in board member chart in the document. Therefore, staff recommends to remove the chart in its entirety. Other technical changes are reflected in the redline copy attached.

Budget Implications

None

Exhibits (attachments):

- Red line version of bylaws
- Clean copy of new proposed bylaws

AMENDED AND RESTATED BYLAWS
OF
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is Magnolia Educational & Research Foundation.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 250 East 1st Street, Suite 1500, Los Angeles, 90012 California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purposes of this corporation are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; promoting and discovering the research modules in scientific areas with applied and practicable methods to promote prospective scientists; coordinating international conferences/competitions in various fields of academic study. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Deleted: Corporation

Deleted: Corporation

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

**ARTICLE V
DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts, liabilities and all charter obligations of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for the public and/or charitable purposes of managing, operating, guiding, directing, promoting, and/or supporting one or more California public charter schools that serve students in grades K-12 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

**ARTICLE VI
CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and

employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. The exact number of directors shall be fixed within these limits by a Resolution of the Board. All directors shall be designated by the existing Board of Directors.

The Board of Directors commits to designating at least one (1) director who resides in each county where this corporation operates a charter school. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds and commits to designating at least one (1) director representing parents at all times.

Section 4. RESTRICTION ON EMPLOYEE DIRECTORS. No current employees of the corporation may serve on the Board of Directors.

Section 5. DIRECTORS' TERMS. Each director shall hold office for five (5) years and until a successor director has been designated and qualified. The terms of directors shall be staggered as determined by the Board. Staggering has been accomplished by the Board appointing directors on different dates. Staggering shall be maintained as directors shall be appointed to fill vacant seats at the expiration of each staggered term.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to nominate qualified candidates for designation to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of the designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. Any member of the community may also refer a potential candidate to the Board for consideration.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be designated, no corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution

Amended and Restated Bylaws of Magnolia Educational & Research Foundation
Adopted: 6/16/08 Amended: 4/19/12, 4/11/13, 12/12/13, 1/9/15, 2/16/15, 8/11/16, 10/26/16, 11/3/16, 10/11/18

Page 3 of 13

Deleted: Corporation

Deleted: The staggered terms of the current Board are as follows:

Deleted: ¶

Deleted: ¶

	First	Name	Last Name	Beginning Term	End term
1	Ms.	Noel	Russell-Unterbuerger	10/11/12	10/10/17
			(former parent)		
2	Dr.	Umit	Yapanel	10/11/12	10/10/17
3	Mr.	Nguyen	Huynh	3/12/15	10/10/17
4	Mr.	Saken	Sherkhanov	12/12/13	12/11/18
			(former teacher)		
5	Dr.	Salih	Dikbas	4/21/16	12/10/19
6	Mrs.	Diane	Gonzalez	12/11/14	12/10/19
7	Dr.	Remzi	Oten	3/12/15	03/11/20
			(current parent)		
8	Dr.	Ali	Korkmaz	9/10/15	9/9/20
9	Mr.	Serdar	Orazov	9/10/15	9/9/20

Deleted: ¶

of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by a simple majority of directors then in office at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. QUORUM. A majority of the directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the directors at the meeting shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the Board; ~~or~~
- f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected.

Formatted: Widow/Orphan control

Formatted: Indent: Hanging: 1"

Deleted: ; or

→ g. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 17. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 18. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 19. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 20. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The corporation shall comply with applicable conflict of interest laws, including the Political Reform Act of 1974 (Chapter 1 (commencing with Section 81000) of Title 9 of the Government Code) and Govt. Code § 1090 ~~et seq.~~

Deleted: Corporation

ARTICLES VIII MEETINGS

Formatted: Keep with next

Section 1. PLACE OF BOARD OF DIRECTORS MEETINGS. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting and which is in compliance with the Ralph M. Brown Act. The Board of Directors commits to rotating the locations of its regular physical meetings among the counties where the corporation's charter school sites are located, and to holding at least one of its regular physical meetings in a calendar year in each of those counties, and that the final date, time, and place will be specified in the notice of the meeting in compliance with the Ralph M. Brown Act.

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 2. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act. ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 3. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the second Thursday of each month, unless the second Thursday of the month should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer or a majority of the Board of Directors. If a Chairman of the Board has not been elected, then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the corporation, or as may have been given to the corporation by the director for purposes of notice, or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

Formatted: Widow/Orphan control, Don't keep with next

Deleted: Corporation

Deleted: Corporation

Deleted: Corporation's

- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Formatted: Widow/Orphan control

Deleted: Corporation

Section 6. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of a school district in which at least one of the charter schools operated by the corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Deleted: corporation

Section 7. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

ARTICLE X OFFICERS OF THE CORPORATION

Formatted: Keep with next

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and Chief Financial Officer, who shall be known as the "Treasurer." The corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article X Section 4, of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the

corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Deleted: Corporation's

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special and, if special, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

Section 13. VICE-CHAIRMEN. One Vice-Chairman of the Board of Directors will be assigned to each county in which a charter school operated by the corporation is located.

ARTICLE XI CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. In compliance with Government Code Section 1090 ~~et seq.~~, the corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the ~~corporation's~~ directors are directors and have a material financial interest).

Formatted: Keep with next

Formatted: Line spacing: single, Keep with next

Deleted: Corporation's

ARTICLE XII CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The ~~corporation~~ shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the ~~corporation's~~ Conflict of Interest Code and applicable law have been fulfilled.

Deleted: Corporation

Deleted: Corporation's

Section 2. AGAINST NEPOTISM. If a member of an officer's or employee's immediate family is to be hired to work in a position directly subordinate or supervisory to the officer or employee, that fact should be disclosed in advance to the Board of Directors so that a determination can be made whether to permit an exception to the normal prohibition against nepotism.

Formatted: No underline

ARTICLE XIII LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XIV INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238

Formatted: Widow/Orphan control

(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XV INSURANCE

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XVI MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XVII INSPECTION RIGHTS

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVIII REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. [The corporation shall comply with the reporting requirements of Corporations Code Section 6322.](#)

ARTICLE XIX BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. The Board of Directors may only amend these Bylaws provisions fixing the authorized number of directors or establishing procedures for the nomination or appointment of directors by unanimous vote of all directors then in office. This section may only be amended by the unanimous vote of the all the directors then in office.

ARTICLE XX FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the [corporation](#) shall begin on July 1st and end on June 30th of each year.

Formatted: Indent: Left: 0", First line: 0", Space Before: 6 pt, Don't add space between paragraphs of the same style, Tab stops: -0.5", Left + Not at 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"

Deleted: As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:
~~a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:~~
~~(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or~~
~~(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.~~
~~b. The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the corporation pursuant to Article XIV of these Bylaws.~~

Deleted: Corporation

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these amended and restated bylaws, consisting of ~~13~~ pages including this "Certificate of Secretary", are the bylaws of this corporation as adopted by the Board of Directors on ~~October 11, 2018~~; and that these amended and restated bylaws have not been amended or modified since that date.

~~Ms. Barbara Torres~~

~~Secretary~~

Formatted: Left

Deleted:Page Break.....

Deleted: 5

Deleted:

Deleted: November 3, 2016

Deleted: →→

Deleted: MPS Board

Deleted: ¶

AMENDED AND RESTATED BYLAWS
OF
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is Magnolia Educational & Research Foundation.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 250 East 1st Street, Suite 1500, Los Angeles, 90012 California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purposes of this corporation are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; promoting and discovering the research modules in scientific areas with applied and practicable methods to promote prospective scientists; coordinating international conferences/competitions in various fields of academic study. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV

CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V

DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts, liabilities and all charter obligations of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for the public and/or charitable purposes of managing, operating, guiding, directing, promoting, and/or supporting one or more California public charter schools that serve students in grades K-12 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI

CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and

employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. The exact number of directors shall be fixed within these limits by a Resolution of the Board. All directors shall be designated by the existing Board of Directors.

The Board of Directors commits to designating at least one (1) director who resides in each county where this corporation operates a charter school. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds and commits to designating at least one (1) director representing parents at all times.

Section 4. RESTRICTION ON EMPLOYEE DIRECTORS. No current employees of the corporation may serve on the Board of Directors.

Section 5. DIRECTORS' TERMS. Each director shall hold office for five (5) years and until a successor director has been designated and qualified. The terms of directors shall be staggered as determined by the Board. Staggering has been accomplished by the Board appointing directors on different dates. Staggering shall be maintained as directors shall be appointed to fill vacant seats at the expiration of each staggered term.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to nominate qualified candidates for designation to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of the designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. Any member of the community may also refer a potential candidate to the Board for consideration.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be designated, no corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution

of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by a simple majority of directors then in office at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. QUORUM. A majority of the directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the directors at the meeting shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the Board; or
- f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected.

Section 17. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 18. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 19. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 20. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The corporation shall comply with applicable conflict of interest laws, including the Political Reform Act of 1974 (Chapter 1 (commencing with Section 81000) of Title 9 of the Government Code) and Govt. Code § 1090 et seq.

- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 6. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of a school district in which at least one of the charter schools operated by the corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 7. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

ARTICLE X

OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of this corporation shall be a President, a Secretary, and Chief Financial Officer, who shall be known as the “Treasurer.” The corporation, at the Board’s direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article X Section 4, of these bylaws.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.

Section 4. **APPOINTMENT OF OTHER OFFICERS.** The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 6. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. **CHAIRMAN OF THE BOARD.** If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors’ meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. **PRESIDENT.** Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the

corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special and, if special, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

Section 13. VICE-CHAIRMEN. One Vice-Chairman of the Board of Directors will be assigned to each county in which a charter school operated by the corporation is located.

ARTICLE XI CONTRACTS WITH DIRECTORS

Section 1. **CONTRACTS WITH DIRECTORS.** In compliance with Government Code Section 1090 et seq., the corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the corporation's directors are directors and have a material financial interest).

ARTICLE XII CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the corporation's Conflict of Interest Code and applicable law have been fulfilled.

Section 2. **AGAINST NEPOTISM.** If a member of an officer's or employee's immediate family is to be hired to work in a position directly subordinate or supervisory to the officer or employee, that fact should be disclosed in advance to the Board of Directors so that a determination can be made whether to permit an exception to the normal prohibition against nepotism.

ARTICLE XIII LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XIV INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238

(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XV INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XVI MAINTENANCE OF CORPORATE RECORDS

- Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:
- a. Adequate and correct books and records of account;
 - b. Written minutes of the proceedings of the Board and committees of the Board; and
 - c. Such reports and records as required by law.

ARTICLE XVII INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVIII REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. **ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** The corporation shall comply with the reporting requirements of Corporations Code Section 6322.

ARTICLE XIX BYLAW AMENDMENTS

Section 1. **BYLAW AMENDMENTS.** The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. The Board of Directors may only amend these Bylaws provisions fixing the authorized number of directors or establishing procedures for the nomination or appointment of directors by unanimous vote of all directors then in office. This section may only be amended by the unanimous vote of the all the directors then in office.

ARTICLE XX FISCAL YEAR

Section 1. **FISCAL YEAR OF THE CORPORATION.** The fiscal year of the corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these amended and restated bylaws, consisting of **13** pages including this “Certificate of Secretary”, are the bylaws of this corporation as adopted by the Board of Directors on October 11, 2018; and that these amended and restated bylaws have not been amended or modified since that date.

Ms. Barbara Torres
Secretary

Cover Sheet

Approval of 2018-19 Compliance Monitoring and Certification of Board Compliance Review for MSA-4-8

Section: III. Action Items
Item: A. Approval of 2018-19 Compliance Monitoring and Certification
of Board Compliance Review for MSA-4-8
Purpose: Vote
Submitted by:
Related Material: III A 18-19 Compliance Monitoring Forms MSA 4-8.pdf



Board Agenda Item #	Agenda # III A – Action Item
Date:	October 11, 2018
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of 2018-19 Compliance Monitoring and Certification of Board Compliance Review for MSA 4-8

Proposed Board Recommendation

I move that the board approve the 2018-19 Compliance Monitoring and Certification of Board Compliance Review for MSA 4-8.

Background

This is an annual item that the Board needs to approve for LAUSD authorized MPS schools. LAUSD requires that each charter school get this certification approved by their board and submit it along with approved board agenda and minutes. This document certifies that the charter school meets all compliance requirements indicated on the document. LAUSD will review documentation of compliance during their oversight visit to each school.

The school principals have already signed the document certifying that they have reviewed the school's compliance related policies, systems, and procedures. In support of the schools the Home Office also oversees and ensures that all school compliance items are met. LAUSD requires that the Governing Board Chair sign each certification upon Board review and approval.

Budget Implications

N/A

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

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

Name of Staff Originator:

David Yilmaz, Chief Accountability Officer

Attachments

- Charter School Compliance Monitoring and Certification of Board Compliance Review 2018-19 (one for each MSA-4-8)



LOS ANGELES UNIFIED SCHOOL DISTRICT CHARTER SCHOOLS DIVISION

333 South Beaudry Avenue, 20th Floor, Los Angeles, CA 90017
Office: (213) 241-0399 ♦ Prop. 39: (213) 241-5130 ♦ Fax: (213) 241-2054

AUSTIN BEUTNER
Superintendent of Schools

FRANCES GIPSON, Ph.D.
*Chief Academic Officer
Division of Instruction*

JOSÉ COLE-GUTIÉRREZ
Director, Charter Schools Division

CHARTER SCHOOL COMPLIANCE MONITORING 2018-2019

Dear Charter School Governing Board President and Charter School Leaders:

As part of its oversight responsibility set forth in California Education Code § 47604.3, the LAUSD, through the Charter Schools Division (CSD), monitors each charter public school's compliance with applicable legal, charter, and policy requirements. The CSD's compliance oversight process encompasses three important actions by each charter school:

- (1) **School Administrator's Certification:** As the CSD continues its focus on ensuring that the well-being of students remains first and foremost, **by October 5, 2018**, (designed to be aligned with the six week deadline for Child Abuse Mandated Reporter training) as part of the school's Q1 electronic submission of documents, we request that the school site administrator submit the attached certification confirming the school's implementation of safety measures at the beginning of the school year. This beginning of the year certification by the school administrator informs the governing board and supports the school in ensuring that critical organizational and management systems are in place as the school year begins, as these requirements greatly impact students, staff and the public. **Please return the entire document with only the school administrator's columns completed, along with the administrator's signature no later than October 5, 2018.**
- (2) **Certification of Board Compliance Review:** As in previous years, and as part of the Governing Board's fulfillment of its fiduciary governance responsibility to ensure that the charter school complies with all applicable laws and other requirements, it is critical that the school's Governing Board periodically review, discuss, monitor, and modify, if necessary, the school's policies and systems for compliance with such requirements. **Please complete and sign the final certification at the end of the attached document, *Compliance Monitoring and Certification of Board Compliance Review 2018-2019*, and return the entire document, (including the administrator's certification from the first submission). Please include the relevant Board agenda(s) and minutes that document the Governing Board's review of these items to your assigned CSD administrator no later than January 11, 2019.**

The CSD is very much aware and acknowledges that governing boards provide fiduciary oversight and hire a leader (or leaders) to execute day-to-day operations and appropriately delegated functions. As part of the District's oversight process, this certification is intended to serve as a formal acknowledgement from charter school governing boards of their review and appropriate due diligence in these key areas as part of their own organizational oversight function. This annual certification also provides charter governing boards an opportunity to confirm with their school leadership that systems are/remain in place to fulfill these critical requirements that impact students, staff, and the public.

- (3) **Documentation of Compliance:** As we have historically done, the CSD will review documentation of compliance with several key legal requirements as part of this year's annual performance-based oversight visit to each charter school. To facilitate effective and efficient compliance review on the day of the visit, please adhere to the guidance provided in the *Annual Performance-Based Oversight Visit Preparation Guide 2018-2019* for the preparation of the school's compliance documentation. Please ensure that this documentation is current, complete, and accurate. The "Supporting Documentation" column of the table in the attached *Compliance Monitoring and Certification of Board Compliance Review 2018-2019* may provide useful support and assistance in this endeavor.

We appreciate your continued collaboration and cooperation as we work together so that all youth achieve in healthy and safe environments. Should you have questions, please contact your assigned CSD administrator.

Best wishes,

José Cole-Gutiérrez
Director,

Charter

Schools

Division

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2018-2019*

School Name: **MAGNOLIA SCIENCE ACADEMY-4**

LAUSD Loc. Code: **8011**

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2018-2019" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(l);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2018-2019 Board meetings calendar. See current <i>District Required Language for Independent Charter School Petitions (New and Renewal)</i> and <i>Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures, and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016)	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings			
	Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2018-2019 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> • Ralph M. Brown Act, Gov. Code §§ 54950-54963 • Political Reform Act, Gov. Code §§ 81000-91015 • Public Records Act, Gov. Code §§ 6250-6276.48 See current DRL.	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary.	Current and signed Board-approved bylaws	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111-296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies.	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW

(by October 5, 2018)

The undersigned hereby certifies that, on 09/26/18 the School Administrator of _____
Date(s)

MAGNOLIA SCIENCE ACADEMY-4

Name of Charter School

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

LISA ROSS		09/26/18
Printed Name of School Administrator	Signature of School Administrator	Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

before January 11, 2019

The undersigned hereby certifies that, on 10/11/18, the Governing Board of
Date(s)

MAGNOLIA SCIENCE ACADEMY-4

Name of Charter School

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

SAKEN SHERKHANOV		10/11/18
Printed Name of Governing Board Chair	Signature of Governing Board Chair	Date Signed

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



LOS ANGELES UNIFIED SCHOOL DISTRICT CHARTER SCHOOLS DIVISION

333 South Beaudry Avenue, 20th Floor, Los Angeles, CA 90017
Office: (213) 241-0399 ♦ Prop. 39: (213) 241-5130 ♦ Fax: (213) 241-2054

AUSTIN BEUTNER
Superintendent of Schools

FRANCES GIPSON, Ph.D.
Chief Academic Officer
Division of Instruction

JOSÉ COLE-GUTIÉRREZ
Director, Charter Schools Division

CHARTER SCHOOL COMPLIANCE MONITORING 2018-2019

Dear Charter School Governing Board President and Charter School Leaders:

As part of its oversight responsibility set forth in California Education Code § 47604.3, the LAUSD, through the Charter Schools Division (CSD), monitors each charter public school's compliance with applicable legal, charter, and policy requirements. The CSD's compliance oversight process encompasses three important actions by each charter school:

- (1) **School Administrator's Certification:** As the CSD continues its focus on ensuring that the well-being of students remains first and foremost, **by October 5, 2018**, (designed to be aligned with the six week deadline for Child Abuse Mandated Reporter training) as part of the school's Q1 electronic submission of documents, we request that the school site administrator submit the attached certification confirming the school's implementation of safety measures at the beginning of the school year. This beginning of the year certification by the school administrator informs the governing board and supports the school in ensuring that critical organizational and management systems are in place as the school year begins, as these requirements greatly impact students, staff and the public. **Please return the entire document with only the school administrator's columns completed, along with the administrator's signature no later than October 5, 2018.**
- (2) **Certification of Board Compliance Review:** As in previous years, and as part of the Governing Board's fulfillment of its fiduciary governance responsibility to ensure that the charter school complies with all applicable laws and other requirements, it is critical that the school's Governing Board periodically review, discuss, monitor, and modify, if necessary, the school's policies and systems for compliance with such requirements. **Please complete and sign the final certification at the end of the attached document, *Compliance Monitoring and Certification of Board Compliance Review 2018-2019*, and return the entire document, (including the administrator's certification from the first submission). Please include the relevant Board agenda(s) and minutes that document the Governing Board's review of these items to your assigned CSD administrator no later than January 11, 2019.**

The CSD is very much aware and acknowledges that governing boards provide fiduciary oversight and hire a leader (or leaders) to execute day-to-day operations and appropriately delegated functions. As part of the District's oversight process, this certification is intended to serve as a formal acknowledgement from charter school governing boards of their review and appropriate due diligence in these key areas as part of their own organizational oversight function. This annual certification also provides charter governing boards an opportunity to confirm with their school leadership that systems are/remain in place to fulfill these critical requirements that impact students, staff, and the public.

- (3) Documentation of Compliance: As we have historically done, the CSD will review documentation of compliance with several key legal requirements as part of this year's annual performance-based oversight visit to each charter school. To facilitate effective and efficient compliance review on the day of the visit, please adhere to the guidance provided in the *Annual Performance-Based Oversight Visit Preparation Guide 2018-2019* for the preparation of the school's compliance documentation. Please ensure that this documentation is current, complete, and accurate. The "Supporting Documentation" column of the table in the attached *Compliance Monitoring and Certification of Board Compliance Review 2018-2019* may provide useful support and assistance in this endeavor.

We appreciate your continued collaboration and cooperation as we work together so that all youth achieve in healthy and safe environments. Should you have questions, please contact your assigned CSD administrator.

Best wishes,

José Cole-Gutiérrez
Director,

Charter

Schools

Division

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2018-2019*

School Name: **MAGNOLIA SCIENCE ACADEMY-6**

LAUSD Loc. Code: **8013**

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2018-2019" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(1);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2018-2019 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016)	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2018-2019 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> Ralph M. Brown Act, Gov. Code §§ 54950-54963 Political Reform Act, Gov. Code §§ 81000-91015 Public Records Act, Gov. Code §§ 6250-6276.48 See current DRL.	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary.	Current and signed Board-approved bylaws	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111–296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies.	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW


(by October 5, 2018)

The undersigned hereby certifies that, on 09/26/18 the School Administrator of
Date(s)

MAGNOLIA SCIENCE ACADEMY-6

Name of Charter School

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

JOHN TERZI		09/26/18
Printed Name of School Administrator	Signature of School Administrator	Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

before January 11, 2019

The undersigned hereby certifies that, on 10/11/18, the Governing Board of
Date(s)

MAGNOLIA SCIENCE ACADEMY-6

Name of Charter School

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

SAKEN SHERKHANOV		10/11/18
Printed Name of Governing Board Chair	Signature of Governing Board Chair	Date Signed

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



LOS ANGELES UNIFIED SCHOOL DISTRICT CHARTER SCHOOLS DIVISION

333 South Beaudry Avenue, 20th Floor, Los Angeles, CA 90017
Office: (213) 241-0399 ♦ Prop. 39: (213) 241-5130 ♦ Fax: (213) 241-2054

AUSTIN BEUTNER
Superintendent of Schools

FRANCES GIPSON, Ph.D.
Chief Academic Officer
Division of Instruction

JOSÉ COLE-GUTIÉRREZ
Director, Charter Schools Division

CHARTER SCHOOL COMPLIANCE MONITORING 2018-2019

Dear Charter School Governing Board President and Charter School Leaders:

As part of its oversight responsibility set forth in California Education Code § 47604.3, the LAUSD, through the Charter Schools Division (CSD), monitors each charter public school's compliance with applicable legal, charter, and policy requirements. The CSD's compliance oversight process encompasses three important actions by each charter school:

- (1) **School Administrator's Certification:** As the CSD continues its focus on ensuring that the well-being of students remains first and foremost, **by October 5, 2018**, (designed to be aligned with the six week deadline for Child Abuse Mandated Reporter training) as part of the school's Q1 electronic submission of documents, we request that the school site administrator submit the attached certification confirming the school's implementation of safety measures at the beginning of the school year. This beginning of the year certification by the school administrator informs the governing board and supports the school in ensuring that critical organizational and management systems are in place as the school year begins, as these requirements greatly impact students, staff and the public. **Please return the entire document with only the school administrator's columns completed, along with the administrator's signature no later than October 5, 2018.**
- (2) **Certification of Board Compliance Review:** As in previous years, and as part of the Governing Board's fulfillment of its fiduciary governance responsibility to ensure that the charter school complies with all applicable laws and other requirements, it is critical that the school's Governing Board periodically review, discuss, monitor, and modify, if necessary, the school's policies and systems for compliance with such requirements. **Please complete and sign the final certification at the end of the attached document, *Compliance Monitoring and Certification of Board Compliance Review 2018-2019*, and return the entire document, (including the administrator's certification from the first submission). Please include the relevant Board agenda(s) and minutes that document the Governing Board's review of these items to your assigned CSD administrator no later than January 11, 2019.**

The CSD is very much aware and acknowledges that governing boards provide fiduciary oversight and hire a leader (or leaders) to execute day-to-day operations and appropriately delegated functions. As part of the District's oversight process, this certification is intended to serve as a formal acknowledgement from charter school governing boards of their review and appropriate due diligence in these key areas as part of their own organizational oversight function. This annual certification also provides charter governing boards an opportunity to confirm with their school leadership that systems are/remain in place to fulfill these critical requirements that impact students, staff, and the public.

- (3) Documentation of Compliance: As we have historically done, the CSD will review documentation of compliance with several key legal requirements as part of this year's annual performance-based oversight visit to each charter school. To facilitate effective and efficient compliance review on the day of the visit, please adhere to the guidance provided in the *Annual Performance-Based Oversight Visit Preparation Guide 2018-2019* for the preparation of the school's compliance documentation. Please ensure that this documentation is current, complete, and accurate. The "Supporting Documentation" column of the table in the attached *Compliance Monitoring and Certification of Board Compliance Review 2018-2019* may provide useful support and assistance in this endeavor.

We appreciate your continued collaboration and cooperation as we work together so that all youth achieve in healthy and safe environments. Should you have questions, please contact your assigned CSD administrator.

Best wishes,

José Cole-Gutiérrez
Director,

Charter

Schools

Division

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2018-2019*

School Name: **MAGNOLIA SCIENCE ACADEMY-7**

LAUSD Loc. Code: **8014**

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2018-2019" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(1);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2018-2019 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016)	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2018-2019 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> Ralph M. Brown Act, Gov. Code §§ 54950-54963 Political Reform Act, Gov. Code §§ 81000-91015 Public Records Act, Gov. Code §§ 6250-6276.48 See current DRL.	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary.	Current and signed Board-approved bylaws	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111–296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies.	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW

(by October 5, 2018)

The undersigned hereby certifies that, on 09/26/18 the School Administrator of
Date(s)

MAGNOLIA SCIENCE ACADEMY-7

Name of Charter School

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

FATIH METIN	<i>Fatih Metin</i>	09/26/18
Printed Name of School Administrator	Signature of School Administrator	Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

before January 11, 2019

The undersigned hereby certifies that, on 10/11/18, the Governing Board of
Date(s)

MAGNOLIA SCIENCE ACADEMY-7

Name of Charter School

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

SAKEN SHERKHANOV		10/11/18
Printed Name of Governing Board Chair	Signature of Governing Board Chair	Date Signed

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



LOS ANGELES UNIFIED SCHOOL DISTRICT CHARTER SCHOOLS DIVISION

333 South Beaudry Avenue, 20th Floor, Los Angeles, CA 90017
Office: (213) 241-0399 ♦ Prop. 39: (213) 241-5130 ♦ Fax: (213) 241-2054

AUSTIN BEUTNER
Superintendent of Schools

FRANCES GIPSON, Ph.D.
Chief Academic Officer
Division of Instruction

JOSÉ COLE-GUTIÉRREZ
Director, Charter Schools Division

CHARTER SCHOOL COMPLIANCE MONITORING 2018-2019

Dear Charter School Governing Board President and Charter School Leaders:

As part of its oversight responsibility set forth in California Education Code § 47604.3, the LAUSD, through the Charter Schools Division (CSD), monitors each charter public school's compliance with applicable legal, charter, and policy requirements. The CSD's compliance oversight process encompasses three important actions by each charter school:

- (1) **School Administrator's Certification:** As the CSD continues its focus on ensuring that the well-being of students remains first and foremost, **by October 5, 2018**, (designed to be aligned with the six week deadline for Child Abuse Mandated Reporter training) as part of the school's Q1 electronic submission of documents, we request that the school site administrator submit the attached certification confirming the school's implementation of safety measures at the beginning of the school year. This beginning of the year certification by the school administrator informs the governing board and supports the school in ensuring that critical organizational and management systems are in place as the school year begins, as these requirements greatly impact students, staff and the public. **Please return the entire document with only the school administrator's columns completed, along with the administrator's signature no later than October 5, 2018.**
- (2) **Certification of Board Compliance Review:** As in previous years, and as part of the Governing Board's fulfillment of its fiduciary governance responsibility to ensure that the charter school complies with all applicable laws and other requirements, it is critical that the school's Governing Board periodically review, discuss, monitor, and modify, if necessary, the school's policies and systems for compliance with such requirements. **Please complete and sign the final certification at the end of the attached document, *Compliance Monitoring and Certification of Board Compliance Review 2018-2019*, and return the entire document, (including the administrator's certification from the first submission). Please include the relevant Board agenda(s) and minutes that document the Governing Board's review of these items to your assigned CSD administrator no later than January 11, 2019.**

The CSD is very much aware and acknowledges that governing boards provide fiduciary oversight and hire a leader (or leaders) to execute day-to-day operations and appropriately delegated functions. As part of the District's oversight process, this certification is intended to serve as a formal acknowledgement from charter school governing boards of their review and appropriate due diligence in these key areas as part of their own organizational oversight function. This annual certification also provides charter governing boards an opportunity to confirm with their school leadership that systems are/remain in place to fulfill these critical requirements that impact students, staff, and the public.

- (3) **Documentation of Compliance:** As we have historically done, the CSD will review documentation of compliance with several key legal requirements as part of this year's annual performance-based oversight visit to each charter school. To facilitate effective and efficient compliance review on the day of the visit, please adhere to the guidance provided in the *Annual Performance-Based Oversight Visit Preparation Guide 2018-2019* for the preparation of the school's compliance documentation. Please ensure that this documentation is current, complete, and accurate. The "Supporting Documentation" column of the table in the attached *Compliance Monitoring and Certification of Board Compliance Review 2018-2019* may provide useful support and assistance in this endeavor.

We appreciate your continued collaboration and cooperation as we work together so that all youth achieve in healthy and safe environments. Should you have questions, please contact your assigned CSD administrator.

Best wishes,

José Cole-Gutiérrez
Director,

Charter

Schools

Division

COMPLIANCE MONITORING AND CERTIFICATION OF BOARD COMPLIANCE REVIEW 2018-2019*

School Name: **MAGNOLIA SCIENCE ACADEMY-8 (BELL)**

LAUSD Loc. Code: **5166**

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
1. The charter school maintains timely and current verification of criminal background and TB clearances for all employees (including substitutes, part-time staff, and temporary employees) and contracting entities (service providers, vendors, and independent contractors). See, e.g., CA Ed. Code § 47605(b)(5)(F); CA Ed. Code §§ 45122.1 and 45125.1; CA Ed. Code § 49406.	Documentation that the school has at least one DOJ-confirmed Custodian of Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Certification of Clearances, Credentialing and Mandated Reporter Training 2018-2019" form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completed and signed "Criminal Background Clearance Certification" for each faculty and staff member to certify criminal background clearance prior to employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of timely DOJ and TB clearances by all contracting entities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of compliance with applicable volunteer clearance requirements, including tuberculosis (TB) risk assessment/clearance requirements under AB 1667	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
2. Teachers of core/college preparatory subjects (including but not limited to English language arts, social studies, science, and mathematics) hold an EL Certification and a valid Commission on Teacher Credentialing Certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold per federal and state law, ESSA. See Ed. Code § 47605(1);	For each certificated staff member: Credential(s) appropriate for the position(s) to which the person has been assigned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Master schedule that shows all assignment(s) of each certificated staff member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a. The administration and board have a system in place for reporting applicable employee misconduct to the Commission on Teacher Credentialing.	Internal human resources procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Charter Schools Division has been provided with, and parents have access to, the school's most current contact information for each Governing Board member and the 2018-2019 Board meetings calendar . See current <i>District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (DRL)</i> .	Accurate and updated school contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accurate and updated list/roster of Governing Board members and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Calendar of Governing Board meeting dates and location(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Charter school complies with the pre- and post-lottery and enrollment forms guidelines. See <i>Admissions Requirements and Materials</i> (August 2011).	Lottery form and enrollment packet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Charter school shall ensure that staff receives annual training on the charter school's health, safety, and emergency procedures , and shall maintain a calendar for, and conduct, emergency response drills for students and staff including, but not limited to: a. Health, Safety and Emergency Preparedness Plan (School Safety Plan) (see, e.g., CA Ed Code 32280-32289) b. Child Abuse Mandated Reporter training (see AB 1432 (2014); Ed. Code § 44691; Penal Code § 11165.7)	Comprehensive Health, Safety, and Emergency Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of emergency drills and preparedness training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of timely and compliant Child Abuse Mandated Reporter training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
c. Blood borne Pathogens training (see 8 CCR § 5193) d. Pupil Suicide Prevention Policy, AB 2246 (2016)	Documentation of annual Blood borne Pathogens training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Documentation of Pupil Suicide Prevention Policy training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Co-location Charters only- The school administrator and governing board acknowledges and understands that the independent charter school follows applicable District policy, including the District School Safety Plan, as a co-location school.	Participation in District and site level co-location meetings			
	Review of Policy Bulletin-5532 Meeting with local district site principal for additional information and questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The charter school has either implemented the LAUSD English Learner Master Plan or updated and implemented its own master plan in accordance with English Language Master Plan requirements. See current DRL and 2018-2019 Welcome Letter.	EL Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EL Master Plan has been updated (if the school has not adopted the LAUSD EL Master Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The charter school's school climate and student discipline systems and procedures align with LAUSD's Discipline Foundation Policy and School Climate Bill of Rights . See current DRL.	Description of the school-wide student behavior and discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of the tiered behavior intervention, alternatives to suspension, and school positive behavior support that the school provides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
9. Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements , and make such outcome data readily available to the LAUSD upon request. The charter school submits student suspension and expulsion data to the Office of Data and Accountability on a monthly basis. See current DRL.	Monthly suspension and expulsion reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Charter School ensures that any and all school communications, including the Parent Student Handbook , are consistent with the provisions of school's approved charter as well as applicable law (e.g., translated for 15% and above languages)	Parent Student Handbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The charter school's occupancy and use of facilities shall be in compliance with applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards, and the Americans with Disability Act. See Ed. Code § 47610; current DRL.	Current and appropriate Certificate of Occupancy or equivalent; documentation of compliance with fire-life-safety requirements; other required documentation (for any school site not located on District property)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The charter school complies with all federal and state laws related to public entities , including, but not limited to: <ul style="list-style-type: none"> • Ralph M. Brown Act, Gov. Code §§ 54950-54963 • Political Reform Act, Gov. Code §§ 81000-91015 • Public Records Act, Gov. Code §§ 6250-6276.48 See current DRL.	Board meeting agendas and minutes for the past 12 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Verification of compliant public posting of Board agendas, including on the school website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Brown Act training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Forms 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School policy for responding to Public Records Act requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
13. The charter school ensures that its Articles of Incorporation are current and appropriate for the operation of the charter school.	Corporate papers, including any and all Articles of Incorporation (initial documents and any subsequent amendments), for entities affiliated with the charter school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. By-laws are current and consistent with approved charter, Governing Board-approved, and signed by the Governing Board secretary.	Current and signed Board-approved bylaws	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The charter school meets the provisions of eligibility and/or is a participant of state and federal programs and/or grants , which may include but not limited to, the following: Title I, II, III, and other programs, child nutrition programs, Prop 20 – State Lottery, Education Protection Act, Special Education §56000, SB 740, and all other federal and state programs in which the charter school participates.	[See “Fiscal Review” in the <i>Annual Performance-Based Oversight Visit Preparation Guide</i> for list of documentation to be provided to the CSD Fiscal Team]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The charter school implements its own Uniform Complaint Procedure policies and procedures with appropriate corresponding forms and documents, readily available to stakeholders at the school site and on the school’s website, that are compliant with federal and state requirements., See, e.g., guidance provided at http://www.cde.ca.gov/re/cp/uc/	The governing board has reviewed the school’s: <ul style="list-style-type: none"> • UCP policies • UCP procedures • UCP forms 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The charter school, as a recipient of federal reimbursement for the National School Lunch/Breakfast program and/or as a school on District property, has adopted a Local School Wellness Policy . See Healthy, Hunger Free Kids Act of 2010 (Public Law 111-296); Child Nutrition and WIC Reauthorization Act of 2004. Note: Even if the charter school is not participating in the National School Lunch or Breakfast program, and is not located on District property, development and adoption of an equivalent Wellness Policy likely would benefit the school and its students.	Local School Wellness Policy, including evidence of stakeholder input in the development of the policy and annual progress report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
18. The governing board oversees the development of and approves/adopts the stakeholder engagement process, goals, actions, measurable outcomes, and expenditures in the school's Local Control Accountability Plan (LCAP) and annual updates in consultation with teachers, staff, administrators, parents, and students. See Ed. Code § 47606.5.	Documentation of stakeholder engagement, including Board Meeting Agendas, Board Minutes, and LCAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The charter school ensures compliance with the LAUSD's Keeping Parents Informed: Charter Public School Transparency Resolution of January 12, 2016, which includes documents available both manually and electronically, and if the charter school occupies a building on the AB300 list (seismic safety survey), it has posted a notice of such status in its main office.	Documentation of discussion by the Governing Board including Board Meeting Agendas and Board Minutes and review that documentation is available both manually and electronically	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The charter school ensures that it is in compliance with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time.	Documentation of compliance with the requirements, which may include but is not limited to, the name of the charter school's designee and the partial credit policy, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Schools Serving Grade 9 only: The charter school complies with all applicable requirements of the California Mathematics Placement Act of 2015)	Documentation of the adoption of the charter school's established policy in compliance with the California Mathematics Placement Act of 2015, including the Board Meeting Agendas and Board Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The charter school complies with all applicable requirements of AB 2246: Pupil Suicide Prevention Policies.	Documentation of the adoption of the charter school's policy established in compliance with the AB 2246, including the Board Meeting Agendas and Board Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance Requirements*	Supporting Documentation	SCHOOL ADMIN. COMPLIANT	SCHOOL ADMIN. REQUIREMENT IN PROCESS	BOARD CERTIFICATION BY JANUARY 2019
23. For High Schools Only: The charter school has obtained WASC accreditation and UCOP Doorways Course Approval	Charter school approvals are listed on the WASC website and UCOP Doorways website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF SCHOOL ADMINISTRATOR'S COMPLIANCE REVIEW

(by October 5, 2018)

The undersigned hereby certifies that, on 09/26/18 the School Administrator of
Date(s)

MAGNOLIA SCIENCE ACADEMY-8 (BELL)

Name of Charter School

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

JASON HERNANDEZ		09/26/18
Printed Name of School Administrator	Signature of School Administrator	Date Signed

CERTIFICATION OF BOARD COMPLIANCE REVIEW

before January 11, 2019

The undersigned hereby certifies that, on 10/11/18, the Governing Board of
Date(s)

MAGNOLIA SCIENCE ACADEMY-8 (BELL)

Name of Charter School

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

SAKEN SHERKHANOV		10/11/18
Printed Name of Governing Board Chair	Signature of Governing Board Chair	Date Signed

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

Cover Sheet

Approval MSA 2 use of Reserves to Contract for the Purchase and Installation of Classroom Cameras

Section: III. Action Items
Item: B. Approval MSA 2 use of Reserves to Contract for the Purchase and Installation of Classroom Cameras
Purpose: Vote
Submitted by:
Related Material: III B MSA 2 Cameras.pdf



Board Agenda Item #:	III B- Action Item
Date:	October 11, 2018
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ MPS ”) Board of Directors (the “ MPS Board ”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities Steven Keskinturk, MSA-2 Principal
RE:	Approval for Use by Magnolia Science Academy 2 of Reserves to Contract for the Purchase and Installation of Classroom Cameras

I. Proposed Board Recommendation(s)

Staff recommends that the MPS Board approve the use by MSA-2 of its reserves to purchase and install the classroom cameras which was previously approved by the Board at the September 2018 MPS Board meeting.

II. Background

A. Project Background

MSA-2 at the September 2018 MPS Board meeting requested approval to install cameras in its classrooms (the “**Project**”). The MPS Board approved such request

MPS Board policy requires that the use of reserves by a school requires MPS Board approval.

MPS issued a request for proposals to several vendors for the Project. Three (3) proposals were received. One of the proposals was way over budget. Two (2) of the proposals were comparable in price and are from reputable vendors with whom MPS has worked previously. Both proposals were for less than \$25,000. Steven Keskinturk and David Garner from MSA-2 and Patrick Ontiveros and Rasul Monoshev reviewed the received bids. Upon review, they decided that the bid from Digital Synergy Consulting, Inc. (“**DSC**”) represented the best value and accordingly decided to select them as the vendor for the Project.



III. Budget Impacts

The total cost of the Project is expected to be \$15,026.65 with the possibility of it increasing by \$650 if certain “recommendations” made by LAUSD become “requirements”. Even with the added cost, DSC’s bid is the least expensive.

MSA-2 has ending fund balance of \$1,255,568 based on the Unaudited Actuals Report (UAR) for FY 2017-18. This is 23% of the total expenditures per 2017-18 UAR.

Cover Sheet

Approval of 2018-19 Education Protection Account (EPA) for MSA 1- 8, Santa Ana and San Diego

Section: III. Action Items
Item: C. Approval of 2018-19 Education Protection Account (EPA) for
MSA 1- 8, Santa Ana and San Diego
Purpose: Vote
Submitted by:
Related Material: III C 2018-19 EPAs.pdf



Board Agenda Item #	III C- Action Items
Date:	10/11/2018
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Nanie Montijo, Chief Financial Officer
RE:	Approval of Protection Account (EPA)

Proposed Board Recommendation

I move that the Board of Directors approve the Education Protection Account Expenses as presented.

Background

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the state's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement.

Proposition 30 provides that all K-14 local education agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

The spending plan must be approved by the governing board during a public meeting.

- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. (Refer to the attached list of functions for which EPA funds may be used.)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Budget Implications

EPA expense will be funded with general purpose state aid funding pursuant to Proposition 30.

Name of Staff Originator:

Nanie Montijo, Chief Financial Officer

Attachments

Resolution Regarding the Educational Protection Account

2018-19 MPS Education Protection Account

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT
Magnolia Public Schools

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies

received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of **Magnolia Public Schools**;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the **Magnolia Public Schools** has determined to spend the monies received from the Education Protection Act as attached.

DATED:

Board Secretary

Magnolia Public Schools

2018-2019 Education Protection Account (EPA) Spending Plan

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs will receive EPA payments quarterly beginning with the 2013-2014 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting.
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. (Refer to the attached list of functions for which EPA funds may be used.)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-1

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	788,145.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		788,145.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	788,145.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		788,145.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		788,145.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-2

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	559,148.82
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		559,148.82
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	559,148.82
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		559,148.82
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		559,148.82
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-3

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	572,645.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		572,645.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	572,645.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		572,645.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		572,645.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-4

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	223,524.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		223,524.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	223,524.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		223,524.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		223,524.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-5

Expenditures through: June 30, 2019**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	282,755.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		282,755.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	282,755.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		282,755.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		282,755.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-6

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	175,782.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		175,782.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	175,782.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		175,782.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		175,782.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-7

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	322,659.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		322,659.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	322,659.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		322,659.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		322,659.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-8

Expenditures through: June 30, 2019**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	562,787.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		562,787.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	562,787.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		562,787.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		562,787.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-SA

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	148,032.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		148,032.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	148,032.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		148,032.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		148,032.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2012-13 Actuals to Date
Program by Resource Report
Expenditures by Object - Summary

Magnolia Science Academy-SD

Expenditures through: June 30, 2019

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	92,299.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		92,299.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	92,299.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	0.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999 except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999 7000-7299	0.00
Other Outgo (Excluding Indirect Costs)	7400-7499	0.00
Indirect Costs	7310, 7350	0.00
Other Financing Uses	7600-7699	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		92,299.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		92,299.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

Cover Sheet

Academic Updates

Section: IV. Discussion Items
Item: A. Academic Updates
Purpose: Discuss
Submitted by:
Related Material: IV A Academic Updates.pdf



Board Agenda Item #	Agenda IVA
Date:	October 11, 2018
To:	Magnolia Board of Directors- Academic Committee
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Erdinc Acar, Chief Academic Officer
RE:	Academic Department Updates

Proposed Board Motion

None

Background and Introduction

This is a continuation item from the August 7, 2018 Academic Committee meeting. MPS Chief Academic Officer will continue updating the committee members on recent developments and activities in the Academic Department as well as respond to additional requests from MPS board members including;

- Governing Board training on procedures for student expulsion, including due process rights for students.
- Special Education Programs - Historical and Current data, services, funding and expenses, issues
- Health Education in Magnolia Public Schools

Budget Implications

None

Exhibits (attachments):

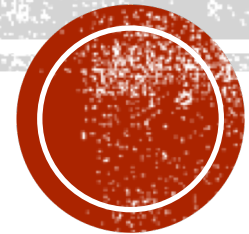
- MPS Academic Department Power Point presentation
- Governing Board training on procedures for student expulsion, including due process rights for students.
- Special Education Programs - Historical and Current data, services, funding and expenses, issues
- Health Education in Magnolia Public Schools

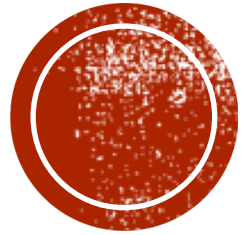
MPS ACADEMIC DEPARTMENT 18-19

BOARD ACADEMIC COMMITTEE PRESENTATION

August 7, 2018

continuation on September 12, 2018





ACADEMIC DEPARTMENT UPDATES

BOARD AGENDA - ITEM III A

2018 CAASP SBAC – STATE TEST RESULTS

		ELA		MATH	
	Total #	2017 Score	2018 Result	2017 Score	2018 Result
MSA1	330	48%	No Change	30%	High Increase
MSA2	303	33%	Low Increase	24%	Low Increase
MSA3	306	40%	Low Increase	22%	Low Decrease
MSA4	96	31%	Low Increase	17%	High Decrease
MSA5	165	33%	Very High Increase	16%	Very High Increase
MSA6	155	43%	High Increase	25%	Very High Increase
MSA7	156	48%	Low Increase	39%	High Decrease
MSA8	486	45%	High Decrease	22%	Low Increase
MSA SD	397	69%	High Decrease	59%	High Decrease
MSA SA	433	47%	High Decrease	33%	High Decrease
MPS Ave	2827	46%	Low Decrease	31%	Low Decrease
LAUSD Ave		40%		30%	
SAUSD Ave		28%		22%	
SDUSD Ave		56%		46%	
STATE Ave		49%		38%	

Still embargoed.
Will be presenting
detailed results at
the next available
board meeting once
released.

% met and exceeded. Grades 3-11 only.

2017-2018 NWEA MAP — INTERNAL ASSESSMENT DATA

- See attached
 - NWEA MAP Student Growth Summary Report (Fall 2017-Spring 2018)

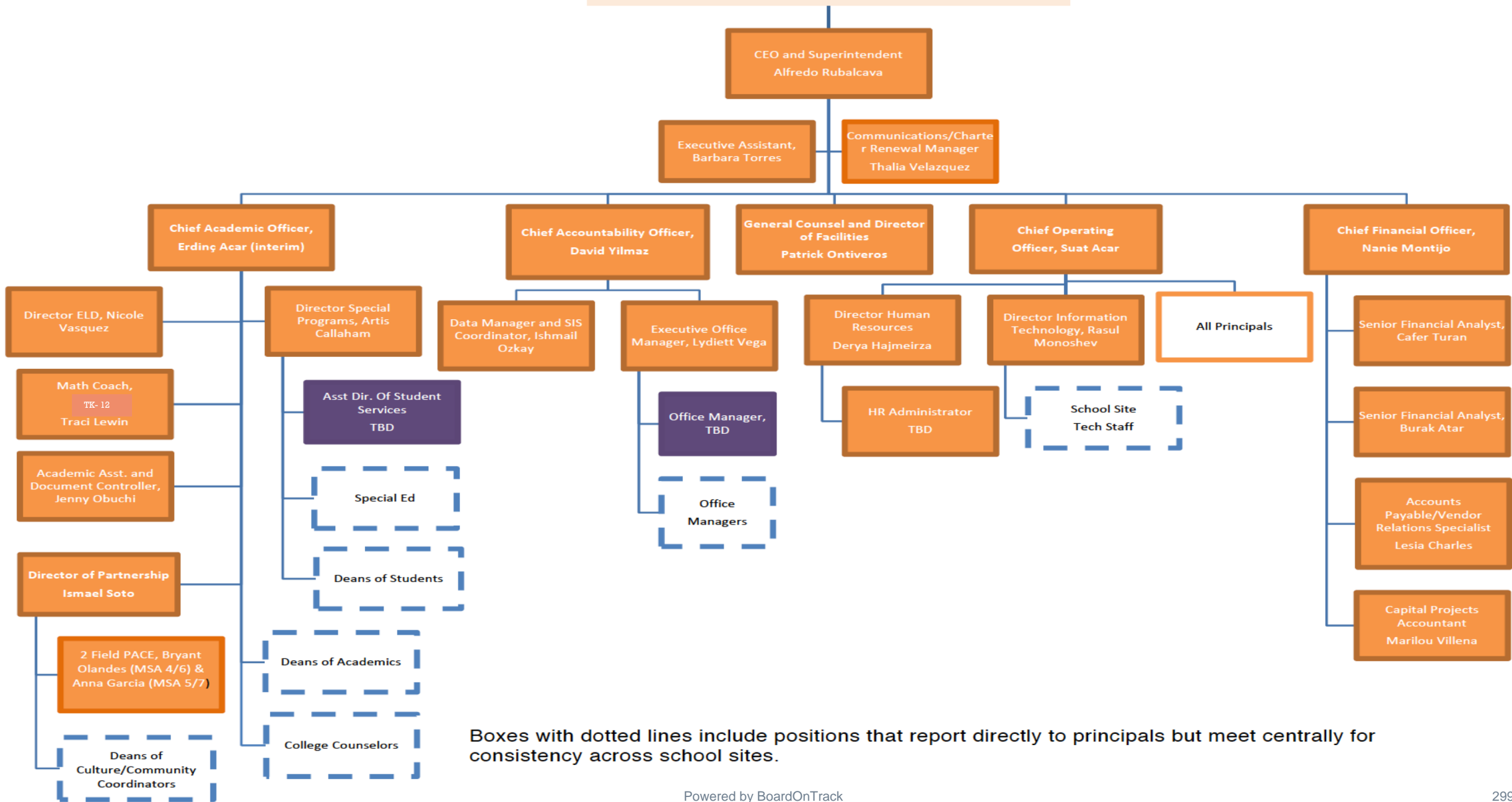
VACANT STAFF POSITIONS AS OF AUGUST 6, 2018

Location	Position	Status
MSA-1	PE Teacher	Interview Process ▼
MSA-1	Title 1 Math	Job Application ▼
MSA-2	English Teacher	Waiting for Credential Results ▼
MSA-2	Computer Science Teacher	Waiting for Credential Results ▼
MSA-3	PE Teacher	Offer Letter Pending ▼
MSA-3	Social Studies Teacher	Sub-Teacher on Maternity Leave ▼
MSA-3	Biology Teacher	Offer Letter Pending ▼
MSA-4	History / Social Studies Teacher	▼
MSA-4	Spanish Teacher	Offer Letter Pending ▼
MSA-5	ELA Teacher	Interview Process ▼
MSA-5	ELA Teacher	Interview Process ▼
MSA-5	PT Psych	Interview Process ▼
MSA-6	X	No Vacant Position ▼
MSA-7	Janitor (Part-time)	Interview Process ▼
MSA-7	Teaching Aide (Part-time)	Interview Process ▼
MSA-8	Spanish Teacher	Waiting for Credential Results ▼
MSA-8	Science Teacher	Job Application ▼
MSA-8	Math Teacher	Job Application ▼
MSA-SD	X	No Vacant Position ▼
MSA-SA	SPED	Offer letter is in process ▼
MSA-SA	ELA	Interview Process ▼

STAFFING UPDATES — ORG CHART

- New Assistant Director of Student Services, Dr. Brenda Lopez
- New Student Services Director, Dr. Artis Callaham
- Director of Partnership – Academics
- New CAO, Erdinc Acar

Board of Directors



PROGRAM UPDATES

- **New**

- CA SUMS Multi-Tiered System of Support (MTSS) Grant (\$150K) and Implementation
 - National Professional Learning Institute attendance (11 staff)
- Odysseyware Online Courses
 - To be approved by the board

- **Continuing Implementation**

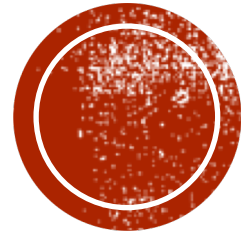
- Core curriculum: McGraw-Hill StudySync ELA and ConnectedED Math
- MyOn Reading Program
- Illuminate Data and Assessment System
- NWEA MAP Assessments
- Teachboost Staff Development and Evaluation
- Naviance College and Career Counseling

EVENTS

- Summer Leadership In-Service, July 30
- Summer In-Service for all Staff, August 1 and 2
- School in-services August 3- 10
- First day of school August 14

COMING THIS YEAR

- Math focus. Math course level collaboration, professional development, capacity building, intervention programs
- Data conversations and continuous improvement
- MTSS awareness, design and develop phase
- School Psychologists to address social-emotional needs
- First year of live Science testing
- New science curriculum review and adaption
- More school-wide STEAM/Science events
- Strategic Fundraising and effective Marketing to build a development department



ACADEMIC DEPARTMENT GOALS, PRIORITIES AND ACTION PLANS

BOARD AGENDA ITEM III B

MPS-WIDE GOALS 2018 -19

1. 100% four-year cohort Graduation Rate and 100% UC/CSU A-G Course Completion Rate across all MPS.
2. All student groups across MPS will show growth on the CAASPP-ELA/Literacy and Mathematics assessments by a 3-point or more increase from the prior year.
3. 50% or more of all MPS students will be proficient on the CAASPP-ELA/Literacy assessments and 35% or more will be proficient on the CAASPP-Mathematics assessments, with the ultimate goal of 100% proficiency for all.
4. 60% or more of all MPS students will meet their growth targets on the MAP-Reading and Mathematics assessments, with the ultimate goal of 100%.
5. All students across MPS will meet their expected growth targets in Reading as measured by the Lexile metrics.
6. All MPS sites will organize a STEAM Festival/EXPO, with 100% of MPS students creating and demonstrating a STEAM focused project, experiment, model or demo.
7. Average Daily Attendance (ADA) Rate of 97% or more across all MPS, with the ultimate goal of 100% ADA Rate.
8. MPS will develop, align, and improve academic and behavioral resources, programs, supports, and services in addressing the needs of the whole child by utilizing a coherent MTSS framework that engages all systems leading to improved student outcomes.
9. 25% or more of all MPS students will be home-visited by the teachers and staff across all MPS.
10. School experience survey participation and satisfaction rates of 85% or more for students, parents, teachers, and staff across all MPS, with the goal of 100% participation and satisfaction rates.

TRACI LEWIN, MATH COACH

FOCUS AREA 1: MATH TEACHER DEVELOPMENT AND CAPACITY BUILDING

Performance Goals:

- All student groups across MPS will show growth on the CAASPP-Mathematics assessments by a 3-point or more increase from the prior year.
- 35% or more will be proficient on the CAASPP-Mathematics assessments, with the ultimate goal of 100% proficiency for all.
- 60% or more of all MPS students will meet their growth targets on the MAP-Mathematics assessments, with the ultimate goal of 100%.
 - Provide monthly support to schools based on MPS-wide needs and individual school needs.
 - Develop professional learning opportunities based on individual teacher and school site needs to increase math department chair and math teacher capacity.
 - Create and maintain a space for online collaboration and resources for MPS math teachers.
 - Oversee the use of common mathematics benchmarks at all MPS schools (through the use of Interim Assessment Blocks and pacing)

TRACI LEWIN, MATH COACH

FOCUS AREA 2: INTERVENTION PROGRAMS AND SUPPORT FOR STUDENT GROUPS

Performance Goal: All student groups across MPS will show growth on the CAASPP-Mathematics assessments by a 3-point or more increase from the prior year.

- Strengthen Power Math classes by aligning curriculum and teaching strategies utilized in Power Math classes to increase student achievement
- Provide training and support to teachers to ensure compliance with integrated ELD, applicable curriculum, and CHATS framework for ELLs.
- Ensure that all teachers receive ongoing training and coaching for providing accommodations and modification for students as designed in their IEPs and 504 plans as it relates to the mathematics classroom.

ARTIS CALLAHAM - DIRECTOR OF STUDENT SERVICES

FOCUS AREA 1: SPECIAL EDUCATION

Performance Goal: Establish more cost effective and comprehensive SPED services; Reduce the number of Litigious Cases by at least 70% Magnolia Wide.

- Establish more cost effective and student friendly Psychological Svcs
- Provide Supervision of Interns (USC and Alliant Universities)
- Development of a Psych Services and Speech and Language Unit (Magnolia wide)

ARTIS CALLAHAM- DIRECTOR OF STUDENT SERVICES

FOCUS AREA 2: STUDENT SERVICES

Performance Goal: Establish Specialized Academic Instructional Services at all Magnolia Schools using UDL, SEL and Co- Teaching Strategies Schools will implement at 70% by the end of the 18-19 school year and at 80% of all classrooms by the 19-20 school year.

- Seek out funding sources to create Specialized Academic Instructional programs to service the needs of the low incidence / high need students
- In-service all Magnolia Public Schools in UDL, Co-Teaching, SEL, and SAI (2 components of MTSS)

BRENDA LOPEZ - ASSISTANT DIR. OF STUDENT SERV.

FOCUS AREA 1: SCHOOL CLIMATE

Performance Goal: Coordinate the administration, implementation, and evaluation of the Positive Behavioral Support Program, Restorative Justice Implementation and support school Deans to create a positive school climate.

- Analyze the current systems in place at school sites to sustain a positive learning environment
- Promote collaboration between schools so that promising practices are not siloed.
- Provide training to all staff that will illustrate the importance they all play in creating a positive learning environment.
- Leverage the use of PACE coordinators/ Dean of Cultures to promote the importance of building a community school that supports the child holistically
- Monitor Average Daily Attendance structures and develop programs to motivate students to attend school everyday, especially recognizing those that have 97% or more across all MPS, with the ultimate goal of 100% ADA Rate

BRENDA LOPEZ - ASSISTANT DIRECTOR OF STUDENT SERVICES

FOCUS AREA 2: MTSS FRAMEWORK ROLL OUT

Performance Goal: Work collaboratively with all stakeholders to plan and support the implementation of Magnolia's Discipline Policy to create a culture shift that utilizes a restorative MTSS framework.

- Work with every school to roll out the basic foundation of MTSS and how we use tiers to support all learners based on needs
- Support school staff in developing the infrastructure needed to provide Tier 2 and Tier 3 interventions and support – Multi-Tiered Systems of Support (MTSS)
- Provides professional development, trainings, coaching and/or presentations to assist school site personnel in the implementation of Restorative Justice practices.
- Collaborate with community agencies and provides a range of services that support academic, behavior and socio-emotional student needs
- MPS will develop, align, and improve academic and behavioral resources, programs, supports, and services in addressing the needs of the whole child by utilizing a coherent MTSS frameworks that engages all systems leading to improved student outcomes.

NICOLE VASQUEZ - EL/TITLE III COORDINATOR

FOCUS AREA 1: ENGLISH LANGUAGE LEARNERS

Performance Goal: Each MPS school will meet or exceed their individual LCAP goals for EL achievement.

- Strengthen and reinforce the EL Program and Master Plan with research-based strategies that facilitate EL achievement and success
- Designate and train EL Coordinators at each school site in order to bridge communication and address areas of need, as well as facilitate training and collaboration
- Ensure that all teachers receive ongoing training and coaching for integrated ELD and applicable curriculum, and ensure that all teachers receive support in implementing the EL Master Plan
- Work with site-level EL Coordinators to regularly monitor and assess EL students to ensure progress. Collaborate, notify parents, and create action plans as needed.
- Professional development calendar will be created for the upcoming school year.

NICOLE VASQUEZ - EL/TITLE III COORDINATOR

FOCUS AREA 2: TITLE III COMPLIANCE

Performance Goal: 100% of MPS schools will comply with Title III requirements, and keep all relevant documents organized and up-to-date for district visits and audits.

- Title III Improvement Plan will be updated to reflect changes to the MPS Master Plan.
- MPS EL Coordinator will maintain Title III folders for all school sites.
- All schools will accurately report all EL data in a timely manner.
- MPS EL Master Plan will be updated to reflect ESSA and Title III changes.
- MPS EL Coordinator and site level EL Coordinators will meet to discuss upcoming changes and provide feedback on EL Program.

ERDINC ACAR - SCIENCE

FOCUS AREA: SCIENCE PROGRAMS

Performance Goal 1: Improve STEM Instructional Practices in all MPS

- All MPS schools will offer integrated STEM curriculum, aligned with state, national (NGSS and CCSS), international and industry standards.

Performance Goal 2: Increase STEM Enrichment Programs in all MPS

- Increase/enhance # of STEM After School programs
- Increase/enhance # of STEM Post-secondary connections
- Increase/enhance # of STEM Community/Industry engagement

ISMAEL SOTO - DIRECTOR OF PARTNERSHIPS

FOCUS AREA 1: DEVELOPMENT

Performance Goal: Shape, manage and drive the implementation of a successful fundraising strategy to support organizational needs.

- Build Relationships and Inspire Investment
- Present a compelling case to catalyze interest, link donor aspirations to needs and secure support
- Create and implement cost-effective fund development program involving individuals, businesses and private foundations
- Develop calendars, plans, and marketing material for fundraising events and appeals
- Plan, implement, and evaluate specific fund development programs and campaigns
- Grant proposals
- Meet donor needs
- Recognize the power of effective stewardship and development
- Cultivate and solicit contributions from prospective and current individual and corporate donors, and secure private grants
- Engage with donors year-round, recognizing impact of gift, communicating progress and results, inspiring involvement and ensuring quality experience

ISMAEL SOTO - DIRECTOR OF PARTNERSHIPS

FOCUS AREA 2: MARKETING

Performance Goal: Shape, manage and drive the implementation of an effective marketing campaign to educate and cultivate community support.

- Develop and implement cost-effective marketing strategy to communicate with a range of constituencies through printed and electronic media
- Supplement marketing efforts at all Magnolia Science Academy sites
- Manage vendor relations to cultivate the best relationship

ISMAEL SOTO - DIRECTOR OF PARTNERSHIPS

FOCUS AREA 3: COMMUNICATIONS

Performance Goal: Effective, Engaging and Innovative Communication.

- Update and maintain organization's website, and social media.
- In collaboration with partner Larson Communications, create, write, edit and produce press releases, publications, and printed materials.
- Distill complex information into a simple, clear message using examples, stories, and community information that are relevant and resonate with the communities that Magnolia Public Schools serves
- Write clearly and concisely, using multiple platforms to reach diverse audiences, effective public speaker and presenter
- Develop and implement a comprehensive year-round communication plan to keep donors, supporters, and partners informed and engaged
- Execute the development and implementation of social marketing, public and media relations, website content, communication/resource development materials and brand management

DAVID YILMAZ - CHIEF ACCOUNTABILITY OFFICER

FOCUS AREA 1: ACCOUNTABILITY PLANS

Performance Goal: All MPS schools will have high quality accountability plans, i.e., LCAP, LCAP Addendum, and SPSA.

- 100% of MPS schools will establish a culture of making their accountability plans living documents.
- 100% of MPS principals will meet internal deadlines for creation and submission of accountability plans.
- 100% of MPS schools will have at least quarterly SSC/PTF meetings.
- 100% of MPS schools will conduct annual stakeholder experience surveys.
- 100% of MPS schools will be WASC accredited.

DAVID YILMAZ - CHIEF ACCOUNTABILITY OFFICER

FOCUS AREA 2: PROGRAMMATIC COMPLIANCE

Performance Goal: All MPS schools will implement the programs described in their charter petition and comply with all applicable law and regulations

- 100% of MPS schools will comply with applicable state/federal laws and authorizer regulations.
- 100% of MPS schools will implement 100% of the programs promised in their charter petitions.
- 100% of MPS schools will prepare and submit required reports in a timely manner.
- 100% of MPS school administrators will be knowledgeable of MPS policies and procedures.
- 100% of MPS schools will receive overall satisfactory ratings on authorizer oversight reports

ISHMAIL OZKAY- DATA MANAGER/ SIS COORDINATOR

FOCUS AREA 1: ASSESSMENTS

Performance Goal: All MPS sites will administer MAP and SBAC interim asses

- Schoolwide Fall & Spring MAP test administration.
- All SBAC Interim Assessment Blocks administered by Math and ELA teacher in appropriate time of the year (roughly once a month)

ISHMAIL OZKAY- DATA MANAGER/ SIS COORDINATOR

FOCUS AREA 2: ILLUMINATE SIS TRANSITION

Performance Goal: All MPS staff will utilize Illuminate. Data migration will be completed.

- Transcript data migration will be completed.
- 100% of teaching staff and administrators will utilize Illuminate SIS in everyday operations.
- 100% Dean of Academics, Office Managers, and Principals will be proficient on related Illuminate SIS features.
- Parent outreach to start accessing Illuminate parent accounts

JENNY OBUCHI- ACADEMIC ASSISTANT

FOCUS AREA 1: SCHOOL SITE SUPPORT

Performance Goal: Provide logistical support for ongoing professional development to build teacher and school leader capacity

- Ensure that ALL school sites stay within budget when purchasing common core curriculum
- Summer School Logistics
- District-wide PDs (Summer, Fall and Spring)
- Document Control for SC
- Sponsorship

JENNY OBUCHI- ACADEMIC ASSISTANT

FOCUS AREA 2: ACADEMIC SUPPORT

Performance Goal: Provide Support to Academic Team and School sites to ensure access to student services and resources

- Weekly Newsletter
- Monthly Meeting Support

SUSPENSION/EXPULSION DATA, PROCEDURES AND GOALS

Presented by: Dr. Brenda D.
Lopez & Dr. Artis Callaham

DATA: NATIONAL

- Black students are 3.8 times more likely to be suspended than white students
- Black girls are 6 times more likely to be suspended than White girls
- Latino students represent 21% of suspensions and 25% of expulsions
- One in every 13 Native American students is suspended nationally
- Black boys with disabilities have a 33.8% chance of being suspended compared to only a 16.2% chance for white boys with disabilities
- 9% of LGBTQ students were disciplined for simply identifying as LGBTQ

BREAKING THE CHAINS

The School-To-Prison Pipeline, Implicit Bias, and Racial Trauma

September 2016

DATA: CALIFORNIA

- The statewide suspension rate for Black males is 3.6 times greater than that of the statewide rate for all students
- While African Americans account for only 5.8% of the state's public-school enrollment, they represent 17.8% of students who are suspended in the state
- While 3.6% of all students were suspended in 2016-2017, the suspension rate for Black boys and young men was 12.8%
- In sum, the black suspension rate stands out on the high side, the Asian rate stands out on the low side, and Hispanic and white rates are near the state average

Get Out! Black Male Suspensions in California Public Schools
Wood, Harris III, & Howard, 2018

Brown Center Report on American Education: Race and school suspensions, 2017

MPS DATA

57 -Overall Out of school Suspensions 2017-18 School Year

31 -Overall In school Suspensions 2017-2018 School Year

2 -Overall Expulsions 2017-18 School Year




CALIFORNIA SCHOOL DASHBOARD

State Indicators	All Students Performance	Status	Change
Chronic Absenteeism	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0.5%	Declined -1.1%
English Learner Progress (K-12)		Low 62%	Increased +1.5%
Graduation Rate (9-12)		Medium 86%	Increased +5%
College & Career	N/A	N/A	N/A
English Language Arts (K-8)		Low 60 points below level 3	Declined -10
Mathematics (K-8)		Very Low 15 points above level 3	Declined Sig. -25






CALIFORNIA SCHOOL DASHBOARD

[Home](#) [FAQ](#) [Resources](#) [Glossary](#) [Translate](#) [Search](#)

[Generate PDF Report](#)

	Student Performance	Number of Students	Status	Change
All Students		577	Very Low 0%	Maintained -0.2%
English Learners		71	Very Low 0%	Maintained 0%
Foster Youth		0	*	*
Homeless		12	Very Low 0%	*
Socioeconomically Disadvantaged		520	Very Low 0%	Maintained -0.2%
Students with Disabilities		88	Very Low 0%	Maintained 0%
African American		1	*	*
American Indian		0	*	*
Asian		24	Very Low 0%	Maintained 0%
Filipino		16	Very Low 0%	Maintained 0%
Hispanic		489	Very Low 0%	Maintained 0%
Pacific Islander		0	*	*
Two or More Races		4	*	*
White		43	Very Low 0%	Declined Significantly -2.2%

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

hooldashboard.org/#/ReportGroup/19647336119945/3/14... n 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any

SUSPENSION OFFENSES & PROCEDURE

- Enumerated Offenses, Discretionary Suspension Offenses (Student/ Parent Handbook, p.32-34)
- Mandatory Suspension Offenses (p. 34-35)
- Suspension Procedures (p. 35): Conference> Notice to Parent/ Guardian> Suspension Appeals> Uphold Suspension or Determine Suspension is overturned
- Recommendation for placement/ expulsion (p.35-36)

EXPULSION OFFENSES & PROCEDURE

- Expulsion (Discretionary Offenses p. 36-38)
- Expulsion (Mandatory Offenses p. 38)
- Expulsion Procedure (p. 39-42) : Recommendation for expulsion> Expulsion hearing> Record of Expulsion Hearing> Presentation of Evidence> Written Notice to Expel> Disciplinary Records> Expulsion Appeals>Required Notification (If pupil is expelled)
- Interim Placement during process (p. 41)
- Additional provisions (p. 41-42)

BOARD LEVEL INVOLVEMENT

Expulsion Appeal

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.

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

MOVING FORWARD

- Proactive not Reactive
- Structured Process to track supports and Data
- Multi-Tiered Systems of Support (MTSS)/ Positive Behavior Intervention Structures (PBIS) program development and roll out process
- Research based approach to addressing student behavior
- Student Support Services
- Focus on the mindset of the adults as well as children

SPECIAL EDUCATION PROGRAMS

MAGNOLIA PUBLIC SCHOOLS

STUDENT SERVICES DEPARTMENT

Innovation, collaboration, Accountability

HISTORICAL PROGRAM

- ALL SCHOOLS FUNDING A SPED COORDINATOR
- SPED TEACHER ASSISTANTS
- VIRTUALLY ALL OTHER SERVICES CONTRACTED OUT TO NON PUBLIC AGENCIES
 - COUNSELING
 - CRISIS INTERVENTION
 - MEETING ATTENDANCE,
 - PSYCH ASSESSMENTS
 - DIS SERVICES – SPEECH, ADAPTIVE P.E., O.T., BII, BID,
 - ACADEMIC ASSESSMENTS
- COST FOR SERVICE PROVISION ONLY: OVER \$100,000.00 AVERAGE MONTHLY
- ALL HIGHLIGHTED SERVICES ARE NO LONGER BEING PAID TO EDLOGICAL FOR MOST SCHOOLS

Innovation, collaboration, Accountability

CURRENT PROGRAM INFORMATION

Schools MPS	SPED Teachers	SPED Students	School Psychs	Para Profs	
MSA 1	3	98	1	3	
MSA 2	3	88	1	3	
MSA 3	2 + 1?	61	1 intern	4	
MSA 4	1	40	.5	3 +.5 math	
MSA 5	2	51	1 intern +.5?	4	
MSA 6	1	30	.5	1	
MSA 7	1	37	+ .5? Ed logical	4	
MSA 8	2	53	1	2	
MSA SA	4	101	1 + Ed logical	9	
MSA SD	2	59	1 from agency	2 four partial	

SERVICE IMPACT

- NEW PROGRAM IMPLEMENTATION

EVALULOGIX – IMPROVED ACCOUNTABILITY, INCREASED COLLABORATION

SCHOOL PSYCHOLOGISTS – ONSITE DIS COUNSELING, CRISIS INTERVENTION, PSYCHO-EDUCATIONAL EVALUATIONS, ONSITE SOCIAL EMOTIONAL LEARNING GROUPS

SPED TEACHERS – CASE MANAGERS AND ACADEMIC EVALUATIONS

- STUDENT SERVICES WEBSITE

- [HTTPS://SITES.GOOGLE.COM/MAGNOLIAPUBLICSCHOOLS.ORG/MPSSSTUDENTSERVICES/HOME](https://sites.google.com/magnoliapublicschools.org/mpsstudentservices/home)

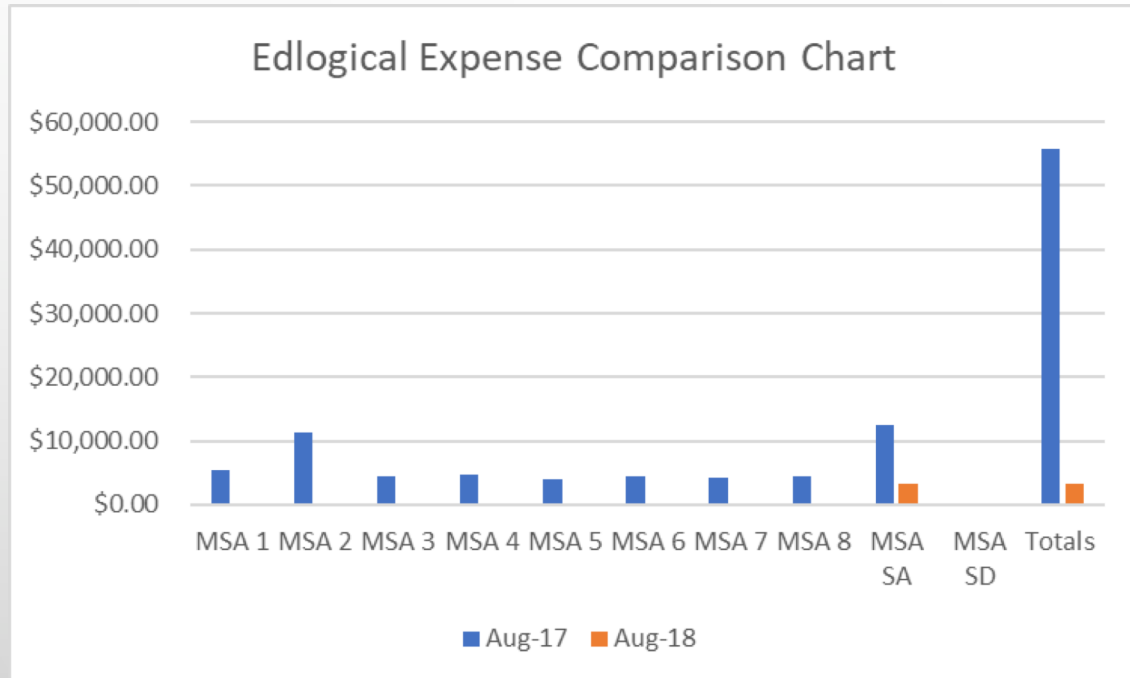
- WEEKLY GO TO MEETINGS

- [HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/822623949](https://global.gotomeeting.com/join/822623949)
- YOU CAN ALSO DIAL IN USING YOUR PHONE.
- UNITED STATES: +1 (646) 749-3112
- ACCESS CODE: 822-623-949

- MONTHLY SPED UPDATES – NEWSLETTER

Innovation, collaboration, Accountability

FUNDING AND EXPENSES



	Aug-17	Aug-18	Sep-17	Sep-18
MSA 1	\$5,490.58	0	\$4,843.44	
MSA 2	\$11,275.49	0	\$12,155.70	
MSA 3	\$4,387.88	0	14,035.28	
MSA 4	\$4,819.63	0	\$8,878.63	
MSA 5	\$3,983.99	0	\$5,553.64	
MSA 6	\$4,569.85	0	\$3,688.68	
MSA 7	\$4,190.35	0	\$12,989.36	
MSA 8	\$4,532.65	0	\$3,701.51	
MSA SA	\$12,465.95	\$3,355.85	\$18,794.80	
MSA SD				
Totals	\$55,716.37	\$3,355.85	\$84,641.04	

Magnolia spent approximately 3 million dollars with Non Public Agencies to support SPED during the 2017- 2018

Innovation, collaboration, Accountability

UPDATES AND CONCERNS

- SCHOOLS NEED MORE COUNSELING SUPPORT
 - WILL IMPLEMENT MORE SEL GROUPS AT EACH SITE
 - IDENTIFYING OUTSIDE AGENCIES FOR FREE SERVICES IF CALLAHAM SIGNS FOR SUPERVISION OF COUNSELORS
- EVALUOGIX HAS SOME BUGS TO BE WORKED OUT
 - SPELL-CHECK, CUT AND PASTE OPTION, NAME AND GENDER POPULATION, UPLOADING TEMPLATES
- TESTING MATERIALS
 - HAVE BEEN APPROVED, FINANCE DEPARTMENT IS CURRENTLY ORDERING

STATE OF THE HEALTH EDUCATION IN MAGNOLIA PUBLIC SCHOOLS

A- Compliance

- MPS Schools comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness
- MPS Schools adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan including requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation.
- MPS Schools ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff through Charter SAFE trainings.
- MPS Schools provide all employees, and other persons working on behalf of the schools who are mandated reporters, with annual training on child abuse detection and reporting.
- MPS Schools stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required.
- MPS Schools comply with the of athletic program requirements
- MPS Schools comply with the Healthy Schools Act, which details pest management requirements for schools.

B- Immunization and Health Screening Requirements

- MPS Schools require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code.
- MPS Schools comply with all federal and state legal requirements, including but not limited to the requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. MPS Schools maintain student immunization, health examination, and health screening records on file.

C- Student Health and Wellness

MPS Schools strive to ensure the health and wellness of all students at our school, as a critical component of each student's academic and life success. A nutritious hot lunch program, along with breakfast and snacks, are provided for all students via food vendors through the National School Lunch Program. Students have ample opportunities for physical activity and development of healthy lifestyles through P.E. classes, as well as after-school activities including competitive sports clubs for basketball, volleyball, soccer and flag football.

During weekly middle school students' **Life Skills classes**, students engage in health education, including nutrition and the importance of physical activity, drug and alcohol abuse awareness, healthy relationships, sexual health and more. The Charter School conducts regular health, vision, hearing and scoliosis screenings. Counseling services are provided for all students in need of additional social and emotional health support.

School Wellness Policy

Magnolia Public Schools (MPS) is committed to the optimal development of every student. MPS believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

This policy outlines MPS' approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in MPS have access to healthy foods throughout the school day – both through reimbursable school meals and other foods available throughout the school campus– in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of MPS in creating continuity between school and other settings for students and staff to practice lifelong healthy habits;
- MPS will coordinate the wellness policy with other aspects of school management, including the schools' LCAP, when appropriate; and
- MPS establishes and maintains an infrastructure for management, oversight, implementation,

communication about and monitoring of the policy and its established goals and objectives. This policy applies to all students, staff, and schools in MPS. Specific measurable goals and outcomes are identified in each section below.

MSA-SA invites parents and community to our School Wellness Committees (SWC). Either as members of the SWC or just as participants, we invite and involve the communities we serve to be partners in our school wellness program, attend meetings to establish goals for and oversee school health and safety policies and programs, and review and update our school wellness policy.

Suicide Prevention Support

MPS Schools recognize that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, MPS have developed prevention strategies and intervention procedures. In compliance with Education Code section 215, the MPS Suicide Prevention Policy has been developed in consultation with MPS and community stakeholders, MPS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating MPS' strategies for suicide prevention and intervention. MPS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

D- Health and Physical Education

Students at grades TK-5 attend weekly PE and health classes. The teacher uses SPARK curriculum which is aligned to grade level physical education and health standards. Students are taught about physical fitness, athletics, health and nutrition, and sportsmanship. Classes are once a week for sixty minutes. In addition, classroom teachers lead their own PE sessions which range from thirty to sixty minutes a week.

In grades 6 through 8, students are offered Physical Education courses as electives.

HEALTH AND PHYSICAL EDUCATION
HEALTH AND PHYSICAL EDUCATION (Non-core, Non-college preparatory)
Courses offered in the Health and Physical Education department are designed to help the students develop psychomotor skills such as fundamental movement patterns, sports skills, and the five components of physical fitness. In addition, students' will develop a positive self-image and the ability to work with other classmates. The curriculum includes sports such as basketball, volleyball, football, soccer, track and field, softball, cooperative/teamwork games, mile run/mile and a half run, anaerobic activities, warm-up (Jogging or J.J.), stretching, push-ups, abdominal exercises, jump-rope, fun trust/games.
The Health and Physical Education program consists of students in grades six through eight. Students will participate in skill building activities, introduction to sports and activities, and physical activities that link to the exploration of culture and history. The goal is to develop a lifelong program of activity to develop and maintain healthy habits and wellness. These courses are based on the Health and Physical Education Model Content Standards for California Public Schools.

LIFE SKILLS
LIFE SKILLS (Non-core, Non-college preparatory)
MPS schools use the “Second Step” program in middle grades. Second Step is a classroom-based social skills program developed by the Committee for Children for students in preschool through junior high (ages 4–14 years), with a distinct curriculum for each grade. It is designed to reduce impulsive, high-risk, and aggressive behaviors and increase children’s social competence and other protective factors. This program contains units on Life Skills, Study Skills, Test Taking Skills, Drug Prevention, Environmental Issues, Career Awareness, and Character Development. Each middle grade students attends Life Skills one period per week. Life Skills themes are integrated into broader school wide activities including assemblies, field trips, displays, announcements, and the general curriculum. Parents are informed about the topic of the week to cultivate their involvement and support at home.

In grades 9 through 12, students are required to take two years of P.E.

PHYSICAL EDUCATION I A/B (Non-core, Non-college preparatory)	PHYSICAL EDUCATION II A/B (Non-core, Non-college preparatory)
This course is the first year of the high school physical education sequence. It includes the required content areas; aquatics, rhythms/dance, individual and dual activities, mechanics of body movement, and the effects of physical activity on dynamic health.	This course is the second year of the high school foundation courses, it expands the content of course I and includes the remainder of the required content areas; gymnastics/tumbling, combatives, team sports, mechanics of body movement, and the effects of physical activity on dynamic health.

E- Personnel

In addition to school admin teams and office staff below are staff involved in health of wellness of MPS students;

PE and Health Teachers

PE and Health teachers implement the required PE and Health curriculum in addition to administering the Physical Fitness Test.

School Psychologists

Provide in-service training and workshops for teachers and staff regarding mental health issues and proper procedures for the identification and referral of students.

Contracted Service Providers

MPS contracts out **Certified Nurse** and **Certified Nurse Aid** needs to third party service providers.

MPS Director of Student Services

The Director of Student Services is responsible for the effective coordination, delivery, evaluation and refinement of student services throughout MPS schools, and for ensuring that all programs are aligned with the outcomes for student success. Student services programs include student health services, psychological services, social work services, guidance services, and other student services.

MPS Assistant Director of Student Services

The Assistant Director of Student Services coordinates the administration, implementation, and evaluation of the MTSS, Positive Behavioral Support Program, Restorative Justice Implementation and support Deans to create a positive school climate.

Cover Sheet

Enrollment Update

Section: IV. Discussion Items
Item: B. Enrollment Update
Purpose: Discuss
Submitted by:
Related Material: IV B Enrollment Update.pdf



Board Agenda Item #	IV B - Update
Date:	October 11, 2018
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava., CEO & Superintendent
Staff Lead:	Ismael Soto, Director of Partnerships
RE:	Enrollment Update as of Census Day – October 3, 2018

PROPOSED BOARD MOTION

Information item, no actions required.

BACKGROUND

The following enrollment figures are pulled directly from the NEW student information system Illuminate on October 3, 2018, which delivers up to date enrollment numbers for all Magnolia schools.

	TARGET ENROLLMENT	CURRENT ENROLLMENTS		TARGET ENROLLMENT	CURRENT ENROLLMENTS	MPS TARGET ENROLLMENTS	
MPS	2018-2019	2018-2019	MPS	2018-2019	2018-2019	4182	ENROLLMENTS NEEDED
MSA-SD	480	406	MSA-4	181	176		
MSA-SA	771	675	MSA-5	241	247		
MSA-1	635	590	MSA-6	152	156	CURRENT ENROLLMENTS	
MSA-2	465	437	MSA-7	292	291		
MSA-3	485	511	MSA-8	480	472	3961	221

MARKETING CAMPAIGNS

In partnership with Digital First Media, and aPunto Advertising Agency have developed a multi-faceted enrollment marketing campaign. These include:

DIGITAL FIRST MEDIA:

- CENSUS DAY PUSH - To continue an effective use of the budget, we created a campaign using only the best platforms based on past performance. We grouped schools together to minimize costs.
 - Group A- The 4 Valley Schools: Method: eblast/Facebook. These schools received a combined 100,000 count eblast targeting a radius geography from each school, with no duplication and specific demographics. There was also a companion Facebook campaign. Parents were able to submit an enrollment request through the eblast link or the Facebook “Learn More” button, which was logged and routed to the appropriate campus from the main office.
 - Group B- MSA4 and MSA6: Method: Eblast/Facebook. These schools received a combined 50,000 count eblast targeting a radius geography from each school, with no duplication and specific demographics. There was also a companion Facebook campaign. The process mirrored Group A.

ALPUNTO ADVERTISING:

- Census Day Push Summary (see attached report):
 - The digital campaign ran from September 9th to September 28th
 - Strategies to included:
 - SEM (Search Engine Marketing)
 - Facebook
 - Video Pre-roll
 - Postcard mailer
 - It generated 142,505 impressions
 - and 1,930 clicks to the landing page
 - alPunto also tracked 10 phone calls with an average duration of 1.37 minutes

SchoolMint: Additionally, as of July 1, 2018, we have launched the more effective and efficient electronic online and mobile student enrollment platform SchoolMint. These platforms will significantly streamline the manner in which Magnolia monitors and supports schools in reaching or exceeding their enrollment numbers.

Parent and Community Engagement (PACE): The Parent and Community Engagement (PACE) program coordinators from various MSA's as part of the Outreach & Communications Department (OCD) are working directly with MSA schools who have not met their enrollment targets for the 18-19' school year.

ANALYSIS (IF APPLICABLE)

Enrollment Marketing Campaign Strategy - October 2018 through January 2019

Open Enrollment Winter Break

- Timeline:
 - Pre-Winter Break Campaign December 11th - December 14th
 - Winter break December 17, 2018 - January 2, 2019
 - Lottery Campaign January 4th - January 10th

BUDGET IMPLICATIONS

These updated enrollment numbers and future projections are being used to calculate the 2018-19 budgets for all of MPS.

EXHIBITS (ATTACHMENTS):

- Magnolia September 2018.pdf
- 2018-2019_ MPS Enrollments & Lotteries - Census Day Enrollments 10.3.18.pdf
-

(Formulas are calculating totals below. DO NOT CHANGE)								
		TARGET ENROLLMENT	CURRENT ENROLLMENTS		TARGET ENROLLMENT	CURRENT ENROLLMENTS	MPS TARGET ENROLLMENTS	
	MPS	2018-2019	2018-2019	MPS	2018-2019	2018-2019	4182	ENROLLMENTS NEEDED
	MSA-SD	480	406	MSA-4	181	176		
	MSA-SA	771	675	MSA-5	241	247		
	MSA-1	635	590	MSA-6	152	156	CURRENT ENROLLMENTS	221
	MSA-2	465	437	MSA-7	292	291		
	MSA-3	485	511	MSA-8	480	472	3961	
ILLUMINATE - ENROLLMENT COUNT REPORT: 10/3/2018								
(Totals are entered from Illuminate enrollment count report. DO NOT CHANGE)								
Current Site Name	Current Grade Level	Current Enrollments	Target Enrollments	Enrollments Still Needed				
Magnolia Science Academy San Diego	6	148	160	12				
	7	132	160	28				
	8	126	160	34				
		406	480	74				
Magnolia Science Academy Santa Ana Elementary	TK	7	25	18				
	K	53	60	7				
	1	59	75	16				
	2	56	60	4				
	3	50	60	10				
	4	59	60	1				
	5	64	60	-4				
Magnolia Science Academy Santa Ana Secondary	6	52	60	8				
	7	58	62	4				
	8	72	74	2				
	9	56	60	4				
	10	25	38	13				
	11	30	37	7				
	12	34	40	6				
		675	771	96				
Magnolia Science Academy 1	6	133	140	7				
	7	89	100	11				
	8	86	85	-1				
	9	77	85	8				
	10	71	75	4				
	11	65	75	10				
	12	69	75	6				
		590	635	45				
Magnolia Science Academy 2	6	97	95	-2				
	7	86	90	4				
	8	79	80	1				
	9	49	55	6				
	10	47	55	8				
	11	38	45	7				
	12	41	45	4				
		437	465	28				
Magnolia Science Academy 3	6	77	90	13				
	7	105	90	-15				
	8	107	90	-17				
	9	69	60	-9				
	10	51	55	4				
	11	52	50	-2				
	12	50	50	0				
		511	485	26				
Magnolia Science Academy 4	6	12	5	-7				
	7	10	18	8				
	8	19	25	6				
	9	36	36	0				
	10	32	28	-4				
	11	24	44	20				
	12	43	25	-18				
		176	181	5				
Magnolia Science Academy 5	6	60	60	0				
	7	61	60	-1				
	8	52	50	-2				
	9	39	30	-9				
	10	24	30	6				
	11	11	11	0				
		247	241	-6				
Magnolia Science Academy 6	6	55	42	-13				
	7	43	50	7				

	8	58	60	2				
		156	152	-4				
	<u>Current</u>	<u>Current</u>		<u>Enrollments Still</u>				
	<u>Grade Level</u>	<u>Enrollments</u>	<u>Target Enrollments</u>	<u>Needed</u>				
Magnolia Science Academy 7	TK	13	12	-1				
	K	59	56	-3				
	1	47	56	9				
	2	57	56	-1				
	3	30	28	-2				
	4	31	28	-3				
	5	53	56	3				
		291	292	1				
	<u>Current</u>	<u>Current</u>		<u>Enrollments Still</u>				
	<u>Grade Level</u>	<u>Enrollments</u>	<u>Target Enrollments</u>	<u>Needed</u>				
Magnolia Science Academy Bell	6	129	120	-9				
	7	159	180	21				
	8	184	180	-4				
		472	480	8				

Magnolia Public Schools Digital Campaign September 2018 Report

Presented By



SUMMARY

- The campaign run from September 9th to September 28th
- It generated 142,505 impressions
- And 1,930 clicks to the landing page
- We also tracked 10 calls with an average duration of 1.37

SEARCH ENGINE MARKETING (SEM) – JUNE 2018

- SEM Budget: \$3,000
- CTR: 6.20%
- Average position: 1.64 (goal is to be 4 or under)
- Impressions delivered: 10,065
- Clicks to website: 624
- Impressions Share: TBD

FACEBOOK DISPLAY

- SEM Budget: \$3,000
- CTR: 1.35%
- Impressions delivered: 73,163
- Clicks to website: 989

YOUTUBE

- SEM Budget: \$1,750
- VTR: 70.39%
- Impressions delivered: 50,277
- Clicks to website: 317

APPENDIX

THANKS!

Cover Sheet

Facility Updates

Section: IV. Discussion Items
Item: C. Facility Updates
Purpose: Discuss
Submitted by:
Related Material: IV C Facilities Update.pdf



Board Agenda Item:	IV C- Information Item
Date:	10/11/18
To:	Magnolia Board of Directors Facilities Committee
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	FACILITIES UPDATES

Background

No action recommended. Information only.

SCHOOL	UPDATES	NEXT STEPS
MSA-1	<p>New High School Building Construction Update:</p> <ul style="list-style-type: none"> Project is on schedule and on budget; no red flags. See attached PrimeSource Update <p>Middle School Tenant Improvement Update:</p> <ul style="list-style-type: none"> See attached PrimeSource Update 	<p>New High School Building Construction:</p> <ul style="list-style-type: none"> Continue with construction activities <p>Middle School Tenant Improvement Update:</p> <ul style="list-style-type: none"> See attached PrimeSource Update
MSA-2	<p>Campus Improvements:</p> <ul style="list-style-type: none"> Draft of development agreement for improvements to campus was pending cost estimates to LAUSD; such cost estimates were provided LAUSD provided LAUSD specs for cameras; RFP responses reflect LAUSD specs 	<p>Campus Improvements:</p> <ul style="list-style-type: none"> RFPs for design team and CM will be issued during the month of October Award contract for camera installation
	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> LAUSD approved HVAC upgrade project 	<p>At Facility Committee, MPS Staff requested approval to sign agreement to complete HVAC upgrade project</p>
MSA-3	Commencing search for private site.	Continue with site search
MSA-4	Commencing search for alternative site.	Continue with site search



SCHOOL	UPDATES	NEXT STEPS
MSA-5	No updates	
MSA-6	No updates	
MSA-7	Contract for HVAC upgrade work to be paid for with Prop 39 energy efficiency grant money submitted to facilities committee for approval RFP for playground and restrooms issued to be paid for with Charter School Facility Incentive Grant money	At Facility Committee, MPS Staff requested approval to sign agreement to complete HVAC upgrade project
MSA-8	No updates	
MSA-SAN DIEGO	<p>Project in close out mode:</p> <p><u>SILVER CREEK:</u></p> <ul style="list-style-type: none"> Silver Creek supposedly completed their punch-list work but we need to walk the site with the architect and inspector to confirm completion <p><u>NEXGEN:</u></p> <ul style="list-style-type: none"> NexGen has agreed to complete its few remaining punchlist items and accept as payment in full all outstanding amounts less the billed for but never obtained subcontractor bonds (a savings of approximately \$90,000) <p><u>Williams Scotsman:</u></p> <ul style="list-style-type: none"> Hal is trying to negotiate a larger cash refund to MPS based on the ramp issue, the failure to address punchlist items, and faulty wiring found in some classrooms. <p>Additional Campus Improvements – MSA San Diego would like to add cabinets to classrooms, a permanent lunch shelter immediately adjacent to MPR, and install synthetic turf in the dirt playground</p>	<p>Follow up with close-out activities:</p> <p><u>SILVER CREEK:</u></p> <ul style="list-style-type: none"> Site walk with Silver Creek, architect and inspector <p><u>NEXGEN:</u></p> <ul style="list-style-type: none"> NexGen to finish up punch-list work and IOR to inspect and sign off on work <p><u>Williams Scotsman:</u></p> <ul style="list-style-type: none"> Continue with negotiation for larger cash refund. <p>Additional Campus Improvements:</p> <ul style="list-style-type: none"> Director of Facilities to find out if the desired improvements can be financed with savings from the construction project and if it can be started before official DSA close-out <p>Patrick to find out if the utilities will pay for a solar shade structure</p>
	DSA will not close out project without restoration of landscaping that was value engineered out of the project.	<ul style="list-style-type: none"> MPS to contract directly with a landscape contractor to perform the work.



SCHOOL	UPDATES	NEXT STEPS
	Prop 39 Energy Grant: Consultants walked site to come up with energy saving improvements.	Prop 39 Energy Grant: Consultants will provide list of recommended improvements; report in process
MSA-SANTA ANA	Project is completed.	Complete California State Division of State Architect close out.



PRIMESOURCE MSA-1 UPDATE



MSA-1 New High School Project October, 2018



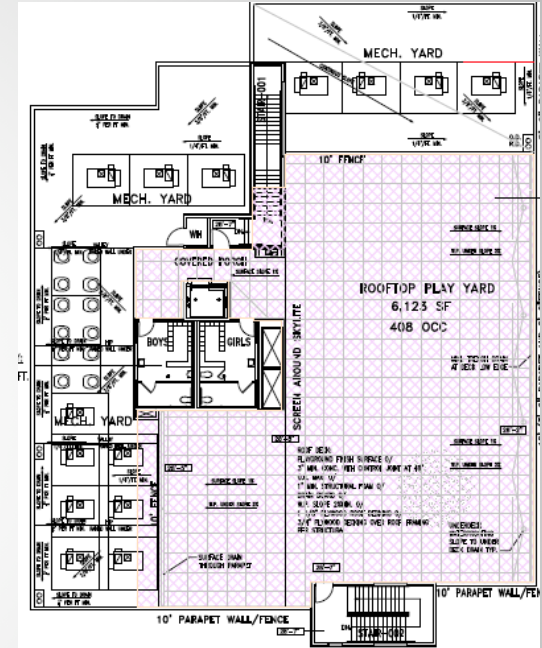
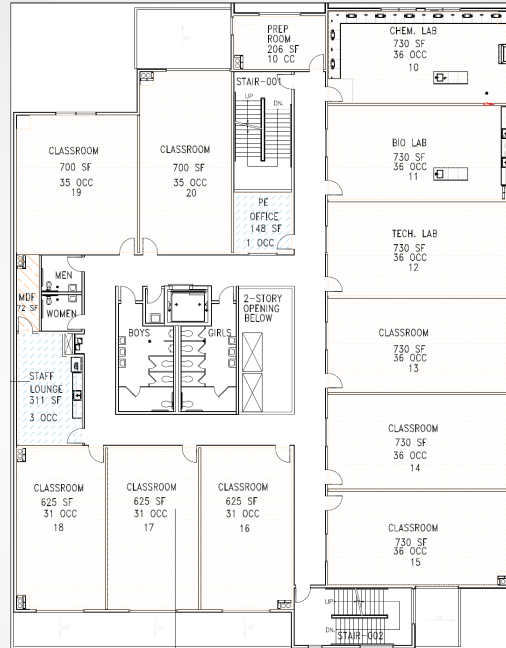
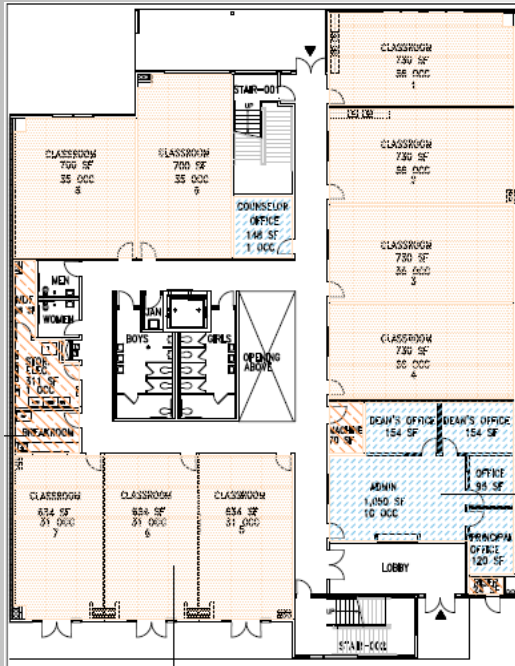
MSA-1 New High School Project

Scope of Work

- New High School Classroom Building
- Existing Middle School Classroom Building
- Solar Shade Shelter
- Master Planning
- Site Development

MSA-1 New High School Project

New High School Classroom Building



New building has twenty classrooms, plus admin space, plus rooftop basketball court. New building will hold high school, existing building will hold middle school.

MSA-1 New High School Project New High School Classroom Building Administration

- Subcontracts being written – all early packages done – finishes 90% complete
- Cost reporting system and control systems working well
- Progress payment system working – second payment made, 3rd pay application in – project is ~30% complete
- Pending changes – roofing system change for Board approval this month – contingency budget remains strong

There are no administrative issues at this time.

MSA-1 New High School Project

New High School Classroom Building Design

- Technical submittal process continues – more than 60% complete – 5 open submittals - turnaround times remain good
- Requests for Information – 77 submitted/8 outstanding – turnaround times good
- Architect has prepared sketches of supplemental information and clarification
- Revising rooftop design details to go with panel/pedestal system – changes component elevations

There are no design issues at this time.

MSA-1 New High School Project

New High School Classroom Building

Permits and Inspection

- **Building Permits**
 - deferred approvals/permits outstanding for fire sprinklers and alarms (normal and in process) – submitted in August, to be approved in September
- **Inspection**
 - All required City inspections current and passed - all inspectors and contractor collaborating well
 - Utility inspections for DWP power, AT&T, Charter completed and passed

There are no permit or inspection issues at this time.

MSA-1 New High School Project New High School Classroom Building Construction

- Work shifted to wood framing of first floor walls – 70% complete
- Second floor joists, decking have started – 20% complete – concrete for the second floor follows
- It is now starting to look like a building

There are no construction issues at this time.

Excavation was completed in July...



The top 4 feet of soil was removed and re-compacted... work inspected and complete



Next came underground utilities, footings and first structural steel...



Slab on grade is prepped, placed and done...



CMU exterior walls and bond beam are complete.



No surprises – completing CMU walls define building exterior on two sides
– completing these walls releases the entire building for wood framing.

And up we go...stairs first, then framing...



Treated wood has arrived on site. Plates are going down on the slab on grade. First floor walls will follow this month.

MSA-1 New High School Project

New High School Classroom Building

Schedule

Contract Schedule – 330 days from full NTP

- Goal now is to get building up and enclosed before winter rains
- Schedule is not overly aggressive or overly conservative, looks practical
- All work elements are on time.

There are no schedule issues at this time. The building will be ready for a spring move-in.

MSA-1 New High School Project

New High School Classroom Building

Budget and Cost

Contract awarded with GMAX of \$7,392,479

- Risk – the risks of subcontractor and material buy out is behind us, contingency increased
- Risk – the risk of design changes is now reduced as we move into framing
- Risk – the excavation risk is gone, bad soil allowance released
- Changes – there is only a short list of pending changes not yet ready to be finalized
- Scope - We are comfortable enough with the budget to recommend a roof improvement change – will still leave adequate contingency

There are no budget or cost issues at this time.
Project on track to finish under budget.

MSA-1 New High School Project New High School Classroom Building Oltmans Summary

**Oltmans is well underway.
Everything remains on track.
Work on site is ramping up fast.
There are no significant issues.**

The PrimeSource Change

- Project schedule has increased from 12 months to 20 months
- Scope of work has expanded to include zoning change, permit clearance, master planning, MS building seismic renovation
- Change order #1 will fund services through completion of new HS building
- Added services will be required if MS seismic renovation proceeds
- This change was anticipated and included in project estimate approved by Board in May

The roofing change order

- Current design – concrete slab over membrane – concrete cracks and leaks happen, and are expensive difficult to repair
- Current design chosen to reduce project cost
- Changed design – raised concrete panels on pedestals – leaks rare and easy to fix
- Play surface - better, flatter surface – stays high quality
- Cost – up front cost of \$150,000 less \$39,000 credit for roof surface eliminated – long term cost savings
- Contingency remains adequate and conservative even with this change

Initial cost is far outweighed by long term cost savings

MSA-1 New High School Project

Board action required to support New High School building

- Approve PrimeSource CO#1 (this month)
- Approve addition of CMU wall to site plan (next month)

MSA-1 New High School Project

New High School Classroom Building

Interim Capacity



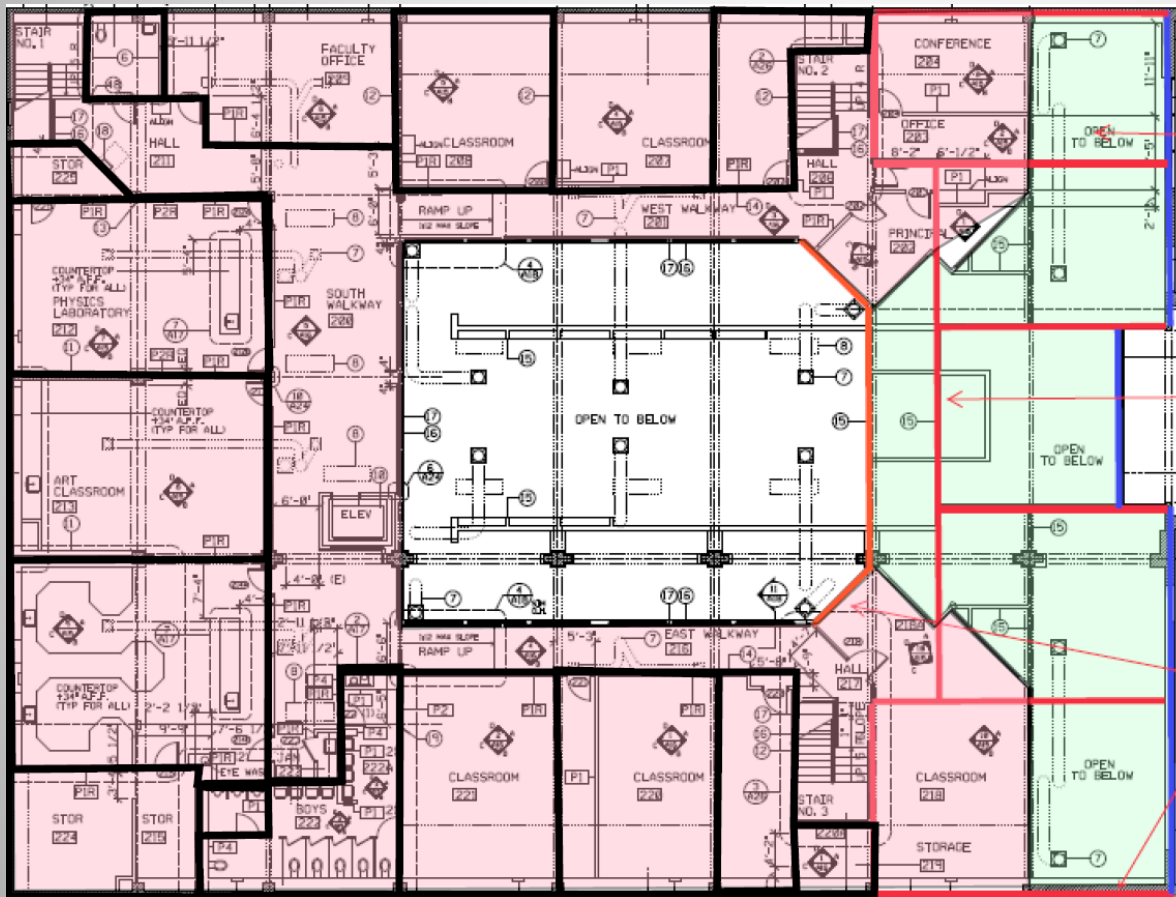
- MSA-1 shifted 6th grade to Bible Fellowship campus – five classrooms, admin space, outdoor recreation space, cafeteria
- LACOE last minute required new fire alarm system – then LADBS required other changes – almost done
- School now fully moved in and happy with facilities
- Potential long-term relationship, expand MSA-1 to add elementary grades
- Now up and running

There are no other issues with interim space. No Board action is anticipated or required.

MSA-1 Tenant Improvement Project

Existing Middle School Classroom Building

SCOPE



- Seismic Upgrades – floor and roof connections to walls
- Expand 2nd floor – gain 4 classrooms, improve circulation
- Prop 39 Improvements – LED lighting, modern HVAC
- General Renovation - facelift

Messy project – exact scope depends on existing conditions investigation and balancing funding sources.

MSA-1 Tenant Improvement Project

Existing Middle School Classroom Building

SEISMIC ISSUES

Structural design team underway

- Design concept complete – working on details
- Completed roof investigation to confirm structural condition and connection details
- Goal is to complete design sufficient for plan check submission in October
- Will submit to LADBS as a limited voluntary upgrade to avoid overall building upgrade.

There are no structural surprises, work is on track.



MSA-1 Tenant Improvement Project Existing Middle School Classroom Building Seismic Retrofit Schedule

Third round of seismic investigation completed. Proposed 2nd floor expansion/seismic renovation remains practical and cost-effective

- Will complete structural design – fall 2018
- Will present cost estimate and financing plan – fall 2018
- Permit process then bidding and award – fall 2018/winter 2019
- Begin portion of seismic retrofit Christmas break 2018
- Will have to defer Sherman Way side of building until new HS building complete, and able to vacate Sherman Way side of MS building – Spring 2019

We are pushing forward with seismic renovation design ASAP. There have been no surprises in the third round of investigation. LADBS schedule is uncertain.

MSA-1 Tenant Improvement Project Existing Middle School Classroom Building Mechanical and Electrical Renovation

- Current HVAC system failing and cannot be replaced in kind (wrong equipment, bad installation, illegal refrigerant)
- Mechanical and electrical engineers completed preliminary HVAC replacement design
- Now preparing Design/Build procurement package – goal to release in October for bidding
- Contract will be CSGIG and Prop 39 eligible

We are pushing forward with this work as quickly as possible. System is barely supporting school right now. This is urgent work!

MSA-1 Tenant Improvement Project

Existing Middle School Classroom Building

Architectural Design Support

- HVAC replacement and seismic renovation both require architectural support
- Stern Architects now on board and has developed room layouts that are compatible with structural changes
- Only doing enough architectural work to allow HVAC replacement and seismic renovation to get permitted – not designing a general renovation
- LADBS may force us to do more work
- Existing conditions (e.g. the bad roof) may force us to do more work

Stern was selected because of similar experience and cost competitiveness. Initial contract likely to be expanded.

MSA-1 Tenant Improvement Project

MS Building Renovation - Roof

- Existing roof well beyond warranty and falling apart – there are numerous leaks
- Reflective coating applied in 2002 bought time – now it is failing and will soon fall apart
- Seismic retrofit and HVAC will require removal of +30% of roof and cause damage in work areas
- It may be possible - but not practical - to patch existing roofing – would only last a couple years
- Recommended that roof be replaced after HVAC and roof level seismic retrofit are complete
- Doing temporary repairs of holes in roof this week

The HVAC and roof conditions will drive phasing. Need to do HVAC and roof level structural, then do roof replacement. Weather impacts are likely.

MSA-1 Tenant Improvement Project

Board action required to advance MS Building renovation...

Board action required this month:

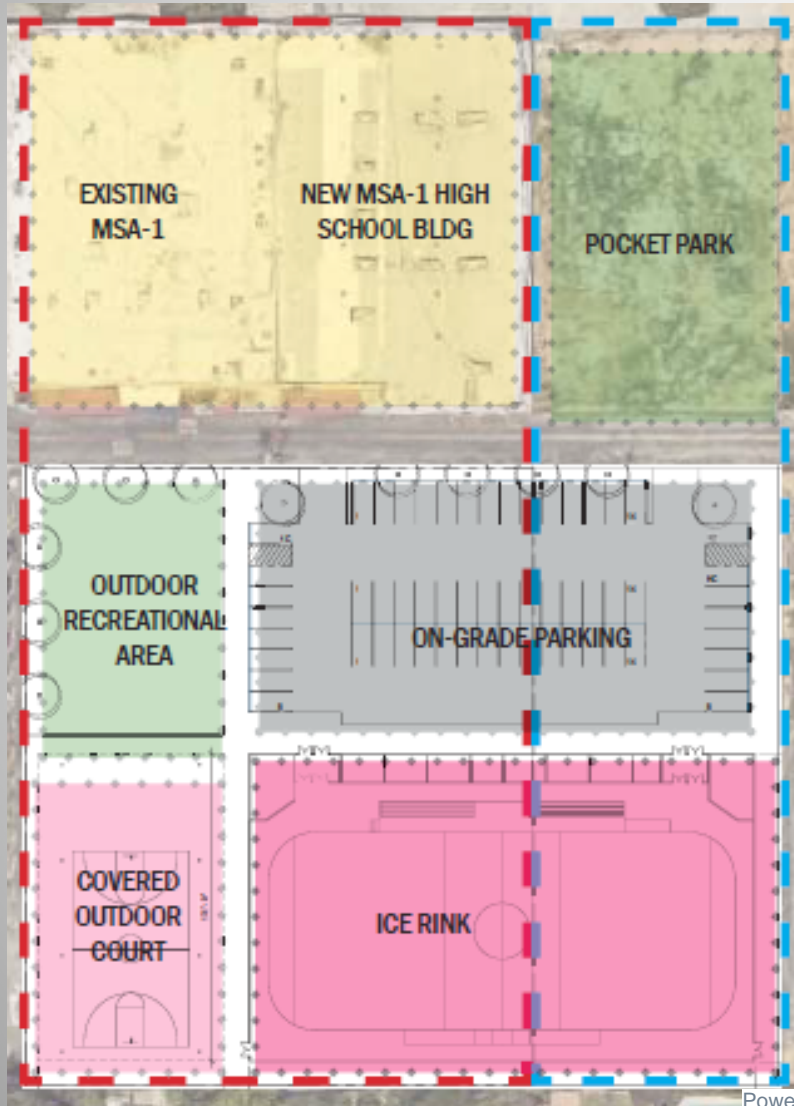
- Approve Oltmans master contract for MS Building
- Work Order #1 – masonry infill of old doorways in MS walls
- Work Order #2 – seismic investigation inside building
- Work Order #3 – seismic investigation of roof and roof repairs

Board action required next month:

- Direction on future MS scope
- Roof – patch or replace snow?
- Seismic retrofit scope – roof level only or do all?
- Seismic retrofit phasing – begin work over breaks or defer until Spring 2019? Break into two phases?
- Funding approach

MSA-1 New High School Project

Master Planning



- Master planning required for zoning change application and MPS planning
- Initial goal was to support zone change application – this work is done
- Current goal – support Ice Rink partnership as it develops – depends on City

MSA-1 New High School Project

Master Planning

- MSA needs outdoor dining, recreation and parking - fits on site, but tight, little room for future gymnasium
- Ice Rink does not fit on City parcels – City needs more space for support spaces (lockers)
- Sharing parcels allows combined parking, shared support space, maybe gymnasium, and leaves more space for outdoor recreation – both sides benefit
- Initial meeting with City very positive. Cannot do substantive discussion until land transfer completed this summer.

City officially adopted project in August – then went on vacation. City has now resumed negotiations with LA Kings... Nothing will happen until September...beginning negotiations now. No Board action required now.

MSA-1 New High School Project

Zoning

- Goal is to change zoning of parking lots to allow more full school usage and reduce parking.
- Zoning application cleared by staff
- CEQA analysis complete – indicated need for CMU wall separating residential property from campus (voluntary mitigation)
- Final application will go in shortly – then +6 months for City process

Neighbors complaining of sports activities on back fence – need the CMU separation wall ASAP. Will pursue separate building permit for CMU wall ASAP.

MSA-1 New High School Project

Site Development

- Placeholder site development plan was permitted and included in Oltmans scope
- Oltmans scope will be modified based on Master Planning + City negotiations
 - could be pulled if Ice Rink progresses
 - If no Ice Rink, will require minimal refinement
- Zoning application requires installation of CMU wall along residential border of campus (not a surprise) – will have to design now and add to Oltmans contract
- Now putting solar on hold – allow more flexibility in Ice Rink negotiations
- Final decision not required until 2019, leaves room to fully explore Ice Rink potential.

No change. We have the time and flexibility to work this deal. The CMU wall can go in without impacting Ice Rink plans.

MSA-1 New High School Project

Board action required to support zoning and site development

- Approve design CO for CMU wall (next month)
- Approve Franco CO to change site plan (next month)
- Approve Oltmans CO for CMU wall (two months)
- Approve “tie” legally combining both campus parcels (two months)
- Wait and see on Ice Rink – then adjust MSA-1 design and scope (four months)

MSA-1 New High School Project

Overall Budget

- New High School Building – Adopted Budget \$11,355,997
 - Budget remain adequate, no changes since adoption
 - Buyout done, under budget
 - Small changes to date will come from contingency
 - Forecast remains to meet budget
 - Will still require interschool loan of Walton grant
- Prop 39 projects – Placeholder Budget \$250,000
 - Must keep scope within budget
 - Materials costs increasing rapidly
 - Prioritize HVAC over lighting to ensure adequate funds
- Existing MS Building – Placeholder Budget \$700,000
 - Seismic scope will drive budget
 - Must decide whether doing in phases or all at once
 - Available funds inadequate, cannot do estimate until design and investigations complete
- Site work (in Oltmans contract)
 - Need to do CMU wall now; the Budget has a line item placeholder for this work
- Solar Shade Shelter – Placeholder Budget \$-0-
 - On hold, looking for alternative plan

No change – HS building and Prop 39 work remains on approved budget and current financing. MS building budget being fleshed out to determine needs.

Cover Sheet

Update on Legal Vendors and Procedures

Section: IV. Discussion Items
Item: D. Update on Legal Vendors and Procedures
Purpose: Discuss
Submitted by:
Related Material: IV D Legal Vendors Update.pdf



Board Agenda Item #	IV. D- Update Item
Date:	October 11, 2018
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “MPS Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Board Informative – MPS Law Firms

I. Proposed Board Recommendation(s)

None.

II. Background

A. General

The Board has requested a list of all of the law firms MPS uses and the policies governing their use.

The law firms used by MPS is as follows:

Vendor	Specialty	Frequency of Use and Expected Use
Law Offices of William M. Nassar & Assoc.	General Legal; Has Advised Board on Various Matters	Not used since OIG investigation; may be used on a case by case basis
Law Offices of Young, Minney & Corr LLP	Charter School Law / Education Law	Expect ongoing use (for example, charter renewals, Prop 39 Co-Location Applications and Responses)
Musick, Peeler & Garrett LLP	Transactional	Expect ongoing use
Snell & Wilmer	Investigation of Gulen movement claims	Do not expect ongoing use



Vendor	Specialty	Frequency of Use and Expected Use
Gordon Rees	Employment Litigation	Represented MPS in Demir lawsuit; may be assigned by CharterSafe to defend MPS as further cases arise
Jackson & Lewis PC	Employment Litigation	Representing MPS in ongoing employment case; may be assigned by CharterSafe to defend MPS as further cases arise
Jeremy Woodburn	Intellectual Property Contracts	Handled reviewing and commenting on DMS contract; Do not expect ongoing use
Atkinson, Andelson, Loya, Ruud & Romo	Construction law	Expect ongoing use for resolution of MSA-SD and any other construction law matters that may arise
Liebert and Cassidy	CALSTRS/PERS	Expect one time use
Law offices of Kumar Nadaudur	Immigration	Presently working on a handful of permanent residency and H1-B non-immigrant visa applications

The area of charter school law has developed into its own area of specialty. Few lawyers and law firms have YMC's breadth of expertise. YMC has been and continues to be MPS's principal outside legal counsel. They assist with many aspects of MPS's organizational and operational matters where it is most efficient to engage them to do so instead of having Patrick Ontiveros take on such matters. The area of employment law, for example, is a highly specialized and constantly evolving area both within the law in general and charter school law in particular.

B. Policy for Allocating Legal Work

Except for litigation matters, which are immediately tendered to CharterSafe, all requests for legal review go through MPS's General Counsel. Based on his schedule or the area of law involved, he will either perform the work himself or else request that one of MPS's exterior law firms be engaged. For example, the contract with DMS for back-office services required a more comprehensive back-ground in intellectual property law and related contracts than possessed by MPS's general counsel. Therefore, at the suggestion of an MPS Board Member, Mr. Jeremy Woodburn was engaged to review and provide feedback on the DMS contract. Most contract review is done inhouse by MPS's general counsel thereby saving MPS a significant amount of money.

III. Budget Impacts

None.

Cover Sheet

Financial Update- 2018 August Financials

Section: IV. Discussion Items
Item: E. Financial Update- 2018 August Financials
Purpose: Discuss
Submitted by:
Related Material: IV E August 2018 Financials.pdf



Monthly Financial Update (Actuals through 8/31/18)

October 2018 Board Meeting



October 2018 Financial Update: Executive Summary

- Year-to-date trending through August indicates general alignment with the July 1 budget – detail reports are included for each campus
- Enrollment is lower than originally anticipated at several locations, and will require ongoing budget review and revision to align spending to adjusted revenue targets. MPS staff will bring the First Interim Budget to the Board in November, reflecting updated enrollment, revenue, and expenditure projections
- Cash flow is sufficient at each campus and overall – this Update includes summary cash flow graphs as well as detailed year-to-date cash flow reports at each campus



October 2018 Financial Update: State Economic Outlook

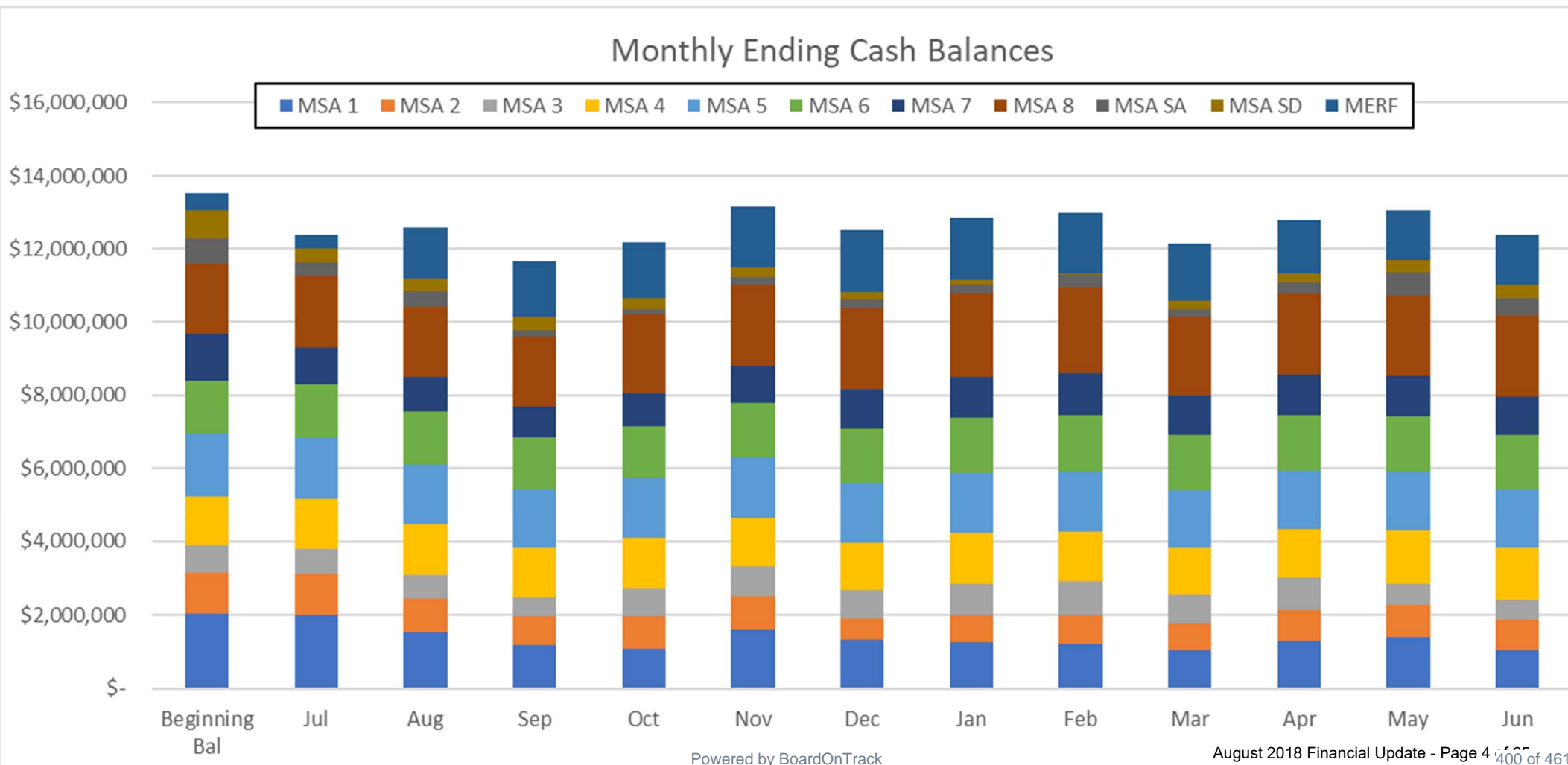
- Statewide revenues remain strong on all fronts - Legislative Analyst's Office shows statewide tax collections at \$1.038 billion above budgeted projections through 9/30/18
- UCLA predicts overall positive state economic situation with positive projections for budget year. Unemployment rate is holding steady around 4.2%
- One-time discretionary block grant confirmed at \$184/ADA
- \$300 million statewide for low-performing students who are not LCFF unduplicated pupils – about \$2,000/student this year
- At this point, we do not anticipate any other new substantive changes in 2018-19 statewide revenues or grant funding
- Rainy day support at the state level continues to improve, mitigating the impact of a future economic downturn, and means we can rely more on revenue projections in Years 2-5
- Magnolia should be cautious, as always, but can reasonably rely on State revenue projections for the next few years given the backing of the "rainy day fund" at the State level



Cash Balances (Actual & Projected)

The following stacked graph shows actual cash balances through August and projected cash balances for the remainder of this fiscal year, broken down by location.

Overall cash balances are positive for each location each month, and total cash for the organization is stable and sufficient to cover all working capital needs.



Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date			Annual Budget						
MSA Consolidated	Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1)			Adopted Budget vs.	Revised Budget vs.	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast	
				Budget	Revised Budget	Current Forecast	Current Forecast	Current Forecast				
SUMMARY												
Revenue												
LCFF Entitlement	549,253	1,427,774	1,977,027	41,793,952	41,793,952	41,793,952	-	-	39,816,925	39,816,925	5%	
Federal Revenue	81,772	22,891	104,664	4,016,521	4,016,521	4,016,521	-	-	3,911,857	3,911,857	3%	
Other State Revenues	94,165	87,223	181,388	6,100,356	6,147,518	6,147,518	47,163	-	5,966,131	5,966,131	3%	
Other Local Revenues (incl. suspense)	211,687	1,716,341	1,930,485	6,425,437	6,440,837	6,440,837	15,400	-	4,510,352	4,510,352	30%	
Total Revenue	936,877	3,254,229	4,193,564	58,336,266	58,398,829	58,398,829	62,563	-	54,205,265	54,205,265	7%	
Expenses												
Certificated Salaries	955,857	1,417,464	2,373,321	18,152,479	18,234,424	18,234,424	81,945	-	15,861,103	15,861,103	13%	
Classified Salaries	376,694	478,137	854,831	5,546,494	5,795,949	5,795,949	249,455	-	4,941,119	4,941,119	15%	
Benefits	219,753	819,534	1,012,971	8,353,618	8,419,279	8,419,279	65,661	-	7,406,308	7,406,308	12%	
Books and Supplies	5,448	240,654	246,102	3,462,686	3,707,169	3,707,169	244,483	-	3,461,067	3,461,067	7%	
Services and Other Operating Expenditures	202,872	1,510,645	1,713,517	19,218,942	19,099,978	19,099,978	(118,964)	-	17,386,461	17,386,461	9%	
Depreciation	-	9,800	9,800	1,005,243	1,095,455	1,095,455	90,212	-	1,085,655	1,085,655	1%	
Other Outflows	-	10,110	10,110	873,946	595,203	595,203	(278,743)	-	585,093	585,093	2%	
Total Expenses	1,760,623	4,486,343	6,220,651	56,613,408	56,947,457	56,947,457	334,049	-	50,726,807	50,726,807	11%	
Operating Income			(2,027,087)	1,722,858	1,451,371	1,451,371	(271,487)	-	3,478,458	3,478,458	-140%	
Fund Balance												
Beginning Balance (Unaudited)				27,215,571	27,215,571	27,215,571						
Audit Adjustment				-	-	-						
Beginning Balance (Audited)				27,215,571	27,215,571	27,215,571						
Operating Income				1,722,858	1,451,371	1,451,371						
Ending Fund Balance				28,938,429	28,666,942	28,666,942						

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA Consolidated				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs.	Revised Budget vs.	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of
										Current Forecast	Current Forecast			Current Forecast
REVENUE DETAIL														
LCFF Entitlement														
8011	State Aid	270,445	531,762	802,207	27,327,807	27,327,807	27,327,807	-	-			26,525,600	26,525,600	34%
8012	EPA Entitlement	-	-	-	3,727,777	3,727,777	3,727,777	-	-			3,727,777	3,727,777	0%
8019	Prior Year Adjustments	8	-	8	-	-	-	-	-			(8)	(8)	0%
8096	InLieuPropTaxes	278,800	896,013	1,174,813	10,738,369	10,738,369	10,738,369	-	-			9,563,556	9,563,556	152%
SUBTOTAL - LCFF Entitlement		549,253	1,427,774	1,977,027	41,793,952	41,793,952	41,793,952	-	-			39,816,925	39,816,925	5%
Federal Revenue														
8181	SpEd - Revenue	6,751	31,483	38,234	562,031	562,031	562,031	-	-			523,797	523,797	73%
8220	SchLunchFederal	75,021	(10,432)	64,590	1,161,078	1,161,078	1,161,078	-	-			1,096,488	1,096,488	129%
8290	All Other Federal Revenue	-	1,840	1,840	2,293,412	2,293,412	2,293,412	-	-			2,291,572	2,291,572	0%
SUBTOTAL - Federal Revenue		81,772	22,891	104,664	4,016,521	4,016,521	4,016,521	-	-			3,911,857	3,911,857	3%
Other State Revenue														
8311	SpEd Revenue	87,001	88,196	175,197	2,148,623	2,148,623	2,148,623	-	-			1,973,427	1,973,427	96%
8520	SchoolNtrState	-	-	-	101,077	101,077	101,077	-	-			101,077	101,077	0%
8550	MandCstReimburs	-	-	-	1,377,779	1,377,779	1,377,779	-	-			1,377,779	1,377,779	0%
8560	StateLotteryRev	-	-	-	778,564	778,564	778,564	-	-			778,564	778,564	0%
8590	AllOthStateRev	7,164	(973)	6,191	1,694,312	1,741,474	1,741,474	47,163	-			1,735,283	1,735,283	21%
SUBTOTAL - Other State Revenue		94,165	87,223	181,388	6,100,356	6,147,518	6,147,518	47,163	-			5,966,131	5,966,131	3%
Local Revenue														
8634	StudentLunchFee	195,000	112,122	307,122	47,940	47,940	47,940	-	-			(259,183)	(259,183)	4664%
8650	Leases &Rentals	-	-	-	2,500	2,500	2,500	-	-			2,500	2,500	0%
8660	Interest	-	-	-	4,376	4,376	4,376	-	-			4,376	4,376	0%
8698	OthRev-Suspense	2,458	(2,351)	107	-	-	-	-	-			(107)	(107)	0%
8699	Other Revenue	14,229	448,666	462,895	362,557	377,957	377,957	15,400	-			(84,939)	(84,939)	971%
8701	CMO Fee - MSA-1	-	165,806	165,806	994,835	994,835	994,835	-	-			829,029	829,029	17%
8702	CMO Fee - MSA-2	-	149,815	149,815	898,892	898,892	898,892	-	-			749,077	749,077	17%
8703	CMO Fee - MSA-3	-	165,184	165,184	991,104	991,104	991,104	-	-			825,920	825,920	17%
8704	CMO Fee - MSA-4	-	12,943	12,943	77,657	77,657	77,657	-	-			64,714	64,714	17%
8705	CMO Fee - MSA-5	-	17,209	17,209	103,253	103,253	103,253	-	-			86,044	86,044	17%
8706	CMO Fee - MSA-6	-	7,742	7,742	46,452	46,452	46,452	-	-			38,710	38,710	17%
8707	CMO Fee - MSA-7	-	82,797	82,797	496,785	496,785	496,785	-	-			413,988	413,988	17%
8708	CMO Fee - MSA-8	-	165,239	165,239	991,436	991,436	991,436	-	-			826,197	826,197	17%
8709	CMO Fee - MSA-SA	-	269,311	269,311	997,937	997,937	997,937	-	-			728,626	728,626	27%
8712	CMO Fee - MSA-SD	-	68,286	68,286	409,714	409,714	409,714	-	-			341,428	341,428	17%
8791	SpEd Revenue (Local)	2,458	3,991	6,448	-	-	-	-	-			(6,448)	(6,448)	0%
8999	Revenues-Susp	-	49,580	49,580	-	-	-	-	-			(49,580)	(49,580)	0%
SUBTOTAL - Local Revenue		211,687	1,716,341	1,930,485	6,425,437	6,440,837	6,440,837	15,400	-			4,510,352	4,510,352	30%
TOTAL REVENUE		936,877	3,254,229	4,193,564	58,336,266	58,398,829	58,398,829	62,563	-			54,205,265	54,205,265	7%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA Consolidated				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	520,831	1,101,439	1,622,270	14,332,880	14,414,825	14,414,825	81,945	-	12,792,554	12,792,554	111%		
1300	Cert Adminis	435,026	316,025	751,051	3,819,599	3,819,599	3,819,599	-	-	3,068,548	3,068,548	218%		
SUBTOTAL - Certificated Salaries		955,857	1,417,464	2,373,321	18,152,479	18,234,424	18,234,424	81,945	-	15,861,103	15,861,103	13%		
Classified Salaries														
2400	Clerical & Tech	210,709	220,645	431,353	3,095,373	3,133,548	3,133,548	38,175	-	2,702,194	2,702,194	196%		
2900	OtherClassStaff	165,985	257,492	423,477	2,451,121	2,662,401	2,662,401	211,280	-	2,238,924	2,238,924	174%		
SUBTOTAL - Classified Salaries		376,694	478,137	854,831	5,546,494	5,795,949	5,795,949	249,455	-	4,941,119	4,941,119	15%		
Employee Benefits														
3101	STRS	77,667	242,091	319,758	2,796,082	2,801,975	2,801,975	5,893	-	2,482,216	2,482,216	135%		
3202	PERS	35,942	56,990	92,931	628,298	658,622	658,622	30,324	-	565,691	565,691	160%		
3301	OASDI/Med	13,926	80,841	94,766	735,007	748,373	748,373	13,366	-	653,607	653,607	139%		
3401	HlthWelfare	7,024	406,073	413,097	3,698,133	3,714,191	3,714,191	16,058	-	3,301,094	3,301,094	120%		
3501	UnemployIns	434	4,331	4,765	47,085	47,105	47,105	20	-	42,339	42,339	174%		
3601	WorkersCmp	58,445	19,480	77,925	266,854	266,854	266,854	-	-	188,929	188,929	320%		
3901	OthBenes	-	9,727	9,727	182,160	182,160	182,160	-	-	172,432	172,432	6%		
SUBTOTAL - Employee Benefits		219,753	819,534	1,012,971	8,353,618	8,419,279	8,419,279	65,661	-	7,406,308	7,406,308	12%		
Books & Supplies														
4100	Text&CoreCurric	-	121,717	121,717	231,530	394,233	394,233	162,703	-	272,516	272,516	137%		
4200	BooksOthRefMats	-	-	-	42,582	37,582	37,582	(5,000)	-	37,582	37,582	0%		
4310	Ins Mats & Sups	-	1,742	1,742	335,268	454,652	454,652	119,384	-	452,909	452,909	4%		
4315	OthrSupplies	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
4320	Office Supplies	-	(130)	(130)	140,335	137,835	137,835	(2,500)	-	137,965	137,965	-2%		
4325	ProfDevMat&Sups	-	-	-	1,500	1,500	1,500	-	-	1,500	1,500	0%		
4326	Arts&MusicSupps	-	-	-	34,960	34,960	34,960	-	-	34,960	34,960	0%		
4335	PE Supplies	-	-	-	42,740	42,740	42,740	-	-	42,740	42,740	0%		
4340	Educat Software	-	18,158	18,158	436,955	416,939	416,939	(20,016)	-	398,781	398,781	36%		
4345	NonInstStdntSup	1,693	616	2,309	62,212	62,212	62,212	-	-	59,903	59,903	25%		
4346	TeacherSupplies	1,270	-	1,270	22,875	22,875	22,875	-	-	21,605	21,605	0%		
4350	Cust. Supplies	-	-	-	67,248	67,248	67,248	-	-	67,248	67,248	0%		
4351	Yearbook	-	-	-	3,828	3,828	3,828	-	-	3,828	3,828	0%		
4390	Uniforms	-	-	-	3,030	3,030	3,030	-	-	3,030	3,030	0%		
4400	NonCapEquip-Gen	-	-	-	66,579	71,979	71,979	5,400	-	71,979	71,979	0%		
4430	OfficeFurnEqp<5k	-	-	-	50,422	49,434	49,434	(988)	-	49,434	49,434	0%		
4440	Computers <\$5k	2,485	-	2,485	82,332	70,332	70,332	(12,000)	-	67,847	67,847	38%		
4710	Food	-	(11)	(11)	1,719,453	1,709,453	1,709,453	(10,000)	-	1,709,464	1,709,464	0%		
4720	Food:Other Food	-	(413)	(413)	91,123	98,623	98,623	7,500	-	99,036	99,036	-5%		
4999	Misc Exp-Suspense	-	99,370	99,370	-	-	-	-	-	(99,370)	(99,370)	0%		
SUBTOTAL - Books and Supplies		5,448	240,654	246,102	3,462,686	3,707,169	3,707,169	244,483	-	3,461,067	3,461,067	7%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA Consolidated				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1)			Adopted Budget vs.	Revised Budget vs.	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of
							Budget	Revised Budget	Current Forecast	Current Forecast	Current Forecast			Current Forecast
Services & Other Operating Expenses														
5101	CMO Fees	51,741	1,052,591	1,104,333	6,008,065	6,008,065	6,008,065	-	-	4,903,732	4,903,732	177%		
5205	Conference Fees	678	-	678	89,070	88,320	88,320	(750)	-	87,642	87,642	34%		
5210	MilesParkTolls	3,428	3,017	6,444	142,425	142,425	142,425	-	-	135,981	135,981	6%		
5215	TravConferences	-	-	-	6,061	6,061	6,061	-	-	6,061	6,061	0%		
5220	TraLodging	-	20	20	119,485	116,985	116,985	(2,500)	-	116,965	116,965	0%		
5300	DuesMemberships	75	6,913	6,988	107,349	107,349	107,349	-	-	100,361	100,361	125%		
5450	Other Insurance	54,193	18,066	72,259	274,731	274,731	274,731	-	-	202,472	202,472	287%		
5500	OpsHousekeeping	1,900	5,449	7,349	270,376	268,831	268,831	(1,545)	-	261,482	261,482	16%		
5510	Gas & Electric	3,689	30,166	33,856	317,926	317,926	317,926	-	-	284,071	284,071	51%		
5610	Rent & Leases	40,129	77,846	117,975	3,904,429	3,882,374	3,882,374	(22,055)	-	3,764,399	3,764,399	52%		
5620	EquipmentLeases	6,601	16,426	23,027	210,739	210,739	210,739	-	-	187,712	187,712	107%		
5630	Reps&MaintBldng	-	33,577	33,577	275,114	275,114	275,114	-	-	241,537	241,537	95%		
5800	ProfessServices	6,750	54,568	61,318	2,112,509	1,111,741	1,111,741	(1,000,767)	-	1,050,423	1,050,423	49%		
5810	Legal	1,919	15,775	17,694	518,899	518,899	518,899	-	-	501,205	501,205	65%		
5813	SchPrgAftSchool	-	2,250	2,250	648,393	415,082	415,082	(233,311)	-	412,832	412,832	64%		
5814	SchPrgAcadComps	-	694	694	62,253	62,253	62,253	-	-	61,559	61,559	6%		
5819	SchlProgs-Other	-	7,600	7,600	92,983	94,404	94,404	1,421	-	86,804	86,804	38%		
5820	Audit & CPA	-	875	875	152,716	152,716	152,716	-	-	151,841	151,841	18%		
5825	DMSBusinessSvcs	-	103,404	103,404	500,000	500,000	500,000	-	-	396,596	396,596	21%		
5835	Field Trips	2,885	718	3,603	203,840	193,840	193,840	(10,000)	-	190,238	190,238	18%		
5836	FieldTrip Trans	-	9,579	9,579	63,860	63,860	63,860	-	-	54,281	54,281	15%		
5840	MarkngStdtrRecrt	-	270	270	191,799	191,799	191,799	-	-	191,529	191,529	3%		
5850	Oversight Fees	1,898	16,000	17,898	418,674	418,674	418,674	-	-	400,775	400,775	64%		
5857	Payroll Fees	-	1,873	1,873	208,366	208,366	208,366	-	-	206,494	206,494	5%		
5860	Service Fees	7,679	511	8,190	33,492	33,492	33,492	-	-	25,302	25,302	913%		
5863	Prof Developmnt	-	465	465	224,534	269,296	269,296	44,763	-	268,831	268,831	4%		
5864	Prof Dev-Other	-	1,677	1,677	420,692	401,692	401,692	(19,000)	-	400,015	400,015	6%		
5869	SpEd Ctrct Inst	12,337	750	13,087	-	887,038	887,038	887,038	-	873,951	873,951	11%		
5872	SpEd Fees	-	10,110	10,110	-	278,743	278,743	278,743	-	268,633	268,633	25%		
5875	StaffRecruiting	-	1,223	1,223	15,309	15,309	15,309	-	-	14,086	14,086	8%		
5884	Substitutes	-	10,257	10,257	480,700	463,700	463,700	(17,000)	-	453,443	453,443	23%		
5890	OthSvcsNon-Inst	-	3,388	3,388	231,904	231,904	231,904	-	-	228,516	228,516	28%		
5900	Communications	655	1,732	2,387	108,733	108,733	108,733	-	-	106,345	106,345	15%		
5920	TelecomInternet	6,317	8,598	14,915	502,422	478,422	478,422	(24,000)	-	463,507	463,507	42%		
5930	PostageDelivery	-	6,460	6,460	84,330	84,330	84,330	-	-	77,870	77,870	76%		
5940	Technology	-	7,796	7,796	216,765	216,765	216,765	-	-	208,969	208,969	4%		
SUBTOTAL - Services & Operations				202,872	1,510,645	1,713,517	19,218,942	19,099,978	19,099,978	(118,964)	-	17,386,461	17,386,461	9%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA Consolidated				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1)		Adopted	Revised	Revised Budget	Current Forecast	Actuals as % of Current Forecast	
							Budget	Revised Budget	Budget vs. Current Forecast	Budget vs. Current Forecast				Remaining
Capital Outlay & Depreciation														
6100	Site Imp (Pre-Capitalization)	-	9,800	9,800	-	29,224	29,224	29,224	-	19,424	19,424	34%		
6400	EquipFixed	-	-	-	-	60,988	60,988	60,988	-	60,988	60,988	0%		
6900	Depreciation	-	-	-	1,005,243	1,005,243	1,005,243	-	-	1,005,243	1,005,243	0%		
SUBTOTAL - Cap Outlay & Depreciation		-	9,800	9,800	1,005,243	1,095,455	1,095,455	90,212	-	1,085,655	1,085,655	1%		
Other Outflows														
7299	Encroachment	-	10,110	10,110	278,743	0	0	(278,743)	-	(10,110)	(10,110)	0%		
7438	InterestExpense	-	-	-	595,203	595,203	595,203	-	-	595,203	595,203	0%		
SUBTOTAL - Other Outflows		-	10,110	10,110	873,946	595,203	595,203	(278,743)	-	585,093	585,093	2%		
TOTAL EXPENSES				1,760,623	4,486,343	6,220,651	56,613,408	56,947,457	56,947,457	334,049	-	50,726,807	50,726,807	58%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 1							Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast			
	Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast								
SUMMARY														
Revenue														
LCFF Entitlement				75,698	235,944	311,643	6,879,059	6,879,059	6,879,059	-	-	6,567,416	6,567,416	5%
Federal Revenue				-	1,840	1,840	1,178,414	1,178,414	1,178,414	-	-	1,176,574	1,176,574	0%
Other State Revenues				12,965	-	12,965	1,388,951	1,404,617	1,404,617	15,666	-	1,391,652	1,391,652	1%
Other Local Revenues (incl. suspense)				81,039	33,455	114,494	64,182	64,182	64,182	-	-	(50,311)	(50,311)	178%
Total Revenue				169,702	271,239	440,942	9,510,606	9,526,272	9,526,272	15,666	-	9,085,330	9,085,330	5%
Expenses														
Certificated Salaries				154,335	268,954	423,289	2,788,888	2,788,888	2,788,888	-	-	2,365,599	2,365,599	15%
Classified Salaries				42,241	44,889	87,129	610,005	684,005	684,005	74,000	-	596,876	596,876	13%
Benefits				28,667	107,975	136,642	1,187,476	1,206,502	1,206,502	19,026	-	1,069,860	1,069,860	11%
Books and Supplies				1,270	66,710	67,979	577,771	693,882	693,882	116,111	-	625,903	625,903	10%
Services and Other Operating Expenditures				11,951	217,593	229,544	3,592,319	3,519,911	3,519,911	(72,408)	-	3,290,367	3,290,367	7%
Depreciation				-	-	-	71,472	95,472	95,472	24,000	-	95,472	95,472	0%
Other Outflows				-	-	-	15,494	-	-	(15,494)	-	-	-	-
Total Expenses				238,464	706,120	944,584	8,843,426	8,988,661	8,988,661	145,235	-	8,044,077	8,044,077	11%
Operating Income						(503,642)	667,180	537,611	537,611	(129,569)	-	1,041,253	1,041,253	-94%
Fund Balance														
Beginning Balance (Unaudited)							4,811,843	4,811,843	4,811,843					
Audit Adjustment							-	-	-					
Beginning Balance (Audited)							4,811,843	4,811,843	4,811,843					
Operating Income							667,180	537,611	537,611					
Ending Fund Balance							5,479,023	5,349,454	5,349,454					

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 1	Jul Actuals	Aug Actuals	Actual YTD	Adopted			Adopted	Revised			Actuals
				(July 1)	Revised	Current	Budget vs.	Budget vs.	Revised	Current	as % of
				Budget	Budget	Forecast	Current	Current	Budget	Forecast	Current
							Forecast	Forecast	Remaining	Remaining	Forecast

REVENUE DETAIL**LCFF Entitlement**

8011	State Aid	-	84,564	84,564	4,740,643	4,740,643	4,740,643	-	-	4,656,079	4,656,079	2%
8012	EPA Entitlement	-	-	-	788,145	788,145	788,145	-	-	788,145	788,145	0%
8019	Prior Year Adjustments	8	-	8	-	-	-	-	-	(8)	(8)	-
8096	InLieuPropTaxes	75,690	151,381	227,071	1,350,271	1,350,271	1,350,271	-	-	1,123,200	1,123,200	17%
SUBTOTAL - LCFF Entitlement		75,698	235,944	311,643	6,879,059	6,879,059	6,879,059	-	-	6,567,416	6,567,416	5%

Federal Revenue

8181	SpEd - Revenue	-	-	-	67,875	67,875	67,875	-	-	67,875	67,875	0%
8220	SchLunchFederal	-	-	-	271,704	271,704	271,704	-	-	271,704	271,704	0%
8290	All Other Federal Revenue	-	1,840	1,840	838,835	838,835	838,835	-	-	836,995	836,995	0%
SUBTOTAL - Federal Revenue		-	1,840	1,840	1,178,414	1,178,414	1,178,414	-	-	1,176,574	1,176,574	0%

Other State Revenue

8311	SpEd Revenue	12,965	-	12,965	319,485	319,485	319,485	-	-	306,520	306,520	4%
8520	SchoolNtrState	-	-	-	22,737	22,737	22,737	-	-	22,737	22,737	0%
8550	MandCstReimburs	-	-	-	195,780	195,780	195,780	-	-	195,780	195,780	0%
8560	StateLotteryRev	-	-	-	118,736	118,736	118,736	-	-	118,736	118,736	0%
8590	AllOthStateRev	-	-	-	732,213	747,878	747,878	15,666	-	747,878	747,878	0%
SUBTOTAL - Other State Revenue		12,965	-	12,965	1,388,951	1,404,617	1,404,617	15,666	-	1,391,652	1,391,652	1%

Local Revenue

8634	StudentLunchFee	75,039	3,892	78,931	9,183	9,183	9,183	-	-	(69,749)	(69,749)	860%
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-
8699	Other Revenue	6,000	-	6,000	55,000	55,000	55,000	-	-	49,000	49,000	11%
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-	-
8999	Revenues-Susp	-	29,563	29,563	-	-	-	-	-	(29,563)	(29,563)	-
SUBTOTAL - Local Revenue		81,039	33,455	114,494	64,182	64,182	64,182	-	-	(50,311)	(50,311)	178%

TOTAL REVENUE

169,702	271,239	440,942	9,510,606	9,526,272	9,526,272	15,666	-	9,085,330	9,085,330	5%
----------------	----------------	----------------	------------------	------------------	------------------	---------------	---	------------------	------------------	-----------

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 1				Jul Actuals Aug Actuals		Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted	Revised	Revised Budget Remaining	Current Forecast Remaining	Actuals
										Budget vs. Current Forecast	Budget vs. Current Forecast			as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	98,617	181,471	280,088	2,234,641	2,234,641	2,234,641	-	-	1,954,554	1,954,554	13%		
1300	Cert Adminis	55,718	87,483	143,202	554,247	554,247	554,247	-	-	411,045	411,045	26%		
SUBTOTAL - Certificated Salaries		154,335	268,954	423,289	2,788,888	2,788,888	2,788,888	-	-	2,365,599	2,365,599	15%		
Classified Salaries														
2400	Clerical & Tech	10,965	7,988	18,953	191,328	191,328	191,328	-	-	172,375	172,375	10%		
2900	OtherClassStaff	31,276	36,900	68,176	418,677	492,677	492,677	74,000	-	424,501	424,501	14%		
SUBTOTAL - Classified Salaries		42,241	44,889	87,129	610,005	684,005	684,005	74,000	-	596,876	596,876	13%		
Employee Benefits														
3101	STRS	12,993	35,703	48,696	421,268	421,268	421,268	-	-	372,572	372,572	12%		
3202	PERS	3,982	7,274	11,257	110,179	123,544	123,544	13,365	-	112,288	112,288	9%		
3301	OASDI/Med	5,210	6,178	11,388	99,582	105,243	105,243	5,661	-	93,855	93,855	11%		
3401	HlthWelfare	-	55,041	55,041	493,740	493,740	493,740	-	-	438,698	438,698	11%		
3501	UnemployIns	-	1,591	1,591	24,436	24,436	24,436	-	-	22,845	22,845	7%		
3601	WorkersCmp	6,482	2,161	8,643	38,272	38,272	38,272	-	-	29,629	29,629	23%		
3901	OthBenes	-	26	26	-	-	-	-	-	(26)	(26)	-		
SUBTOTAL - Employee Benefits		28,667	107,975	136,642	1,187,476	1,206,502	1,206,502	19,026	-	1,069,860	1,069,860	11%		
Books & Supplies														
4100	Text&CoreCurric	-	61,672	61,672	10,000	110,000	110,000	100,000	-	48,328	48,328	56%		
4200	BooksOthRefMats	-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%		
4310	Ins Mats & Sups	-	-	-	75,000	83,111	83,111	8,111	-	83,111	83,111	0%		
4315	OthrSupplies	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
4320	Office Supplies	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
4325	ProfDevMat&Sups	-	-	-	-	-	-	-	-	-	-	-		
4326	Arts&MusicSupps	-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%		
4335	PE Supplies	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
4340	Educat Software	-	5,024	5,024	51,130	54,130	54,130	3,000	-	49,106	49,106	9%		
4345	NonInstStdntSup	-	71	71	15,000	15,000	15,000	-	-	14,929	14,929	0%		
4346	TeacherSupplies	1,270	-	1,270	-	-	-	-	-	(1,270)	(1,270)	-		
4350	Cust. Supplies	-	-	-	30,000	30,000	30,000	-	-	30,000	30,000	0%		
4430	OfficeFurnEqp<5k	-	-	-	20,600	20,600	20,600	-	-	20,600	20,600	0%		
4440	Computers <\$5k	-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%		
4710	Food	-	-	-	294,005	294,005	294,005	-	-	294,005	294,005	0%		
4720	Food:Other Food	-	-	-	12,036	17,036	17,036	5,000	-	17,036	17,036	0%		
4999	Misc Exp-Suspense	-	(58)	(58)	-	-	-	-	-	58	58	-		
SUBTOTAL - Books and Supplies		1,270	66,710	67,979	577,771	693,882	693,882	116,111	-	625,903	625,903	10%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 1				Jul Actuals Aug Actuals		Actual YTD	Adopted			Revised		Actuals as % of Current Forecast		
							Adopted (July 1) Budget	Revised Budget	Current Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast		Revised Budget Remaining	Current Forecast Remaining
Services & Other Operating Expenses														
5101	CMO Fees	-	165,806	165,806	994,835	994,835	994,835	-	-	829,029	829,029	17%		
5205	Conference Fees	-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%		
5210	MilesParkTolls	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
5215	TravConferences	-	-	-	-	-	-	-	-	-	-	-		
5220	TraLodging	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%		
5300	DuesMemberships	-	1,728	1,728	10,688	10,688	10,688	-	-	8,960	8,960	16%		
5450	Other Insurance	8,241	2,747	10,988	33,449	33,449	33,449	-	-	22,461	22,461	33%		
5500	OpsHousekeeping	546	2,683	3,230	75,000	75,000	75,000	-	-	71,770	71,770	4%		
5510	Gas & Electric	-	8,223	8,223	100,000	100,000	100,000	-	-	91,777	91,777	8%		
5610	Rent & Leases	-	20,000	20,000	1,387,132	1,387,132	1,387,132	-	-	1,367,132	1,367,132	1%		
5620	EquipmentLeases	1,139	5,800	6,938	29,025	29,025	29,025	-	-	22,087	22,087	24%		
5630	Reps&MaintBldng	-	2,700	2,700	69,540	69,540	69,540	-	-	66,840	66,840	4%		
5800	ProfessServices	-	4,518	4,518	226,297	116,639	116,639	(109,658)	-	112,121	112,121	4%		
5810	Legal	-	-	-	20,059	20,059	20,059	-	-	20,059	20,059	0%		
5813	SchPrgAftSchool	-	-	-	109,513	9,237	9,237	(100,276)	-	9,237	9,237	0%		
5814	SchPrgAcadComps	-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%		
5819	SchlProgs-Other	-	-	-	35,000	35,000	35,000	-	-	35,000	35,000	0%		
5820	Audit & CPA	-	-	-	13,749	13,749	13,749	-	-	13,749	13,749	0%		
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-		
5835	Field Trips	-	-	-	30,000	30,000	30,000	-	-	30,000	30,000	0%		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtrRecrt	-	45	45	15,059	15,059	15,059	-	-	15,014	15,014	0%		
5850	Oversight Fees	-	-	-	68,791	68,791	68,791	-	-	68,791	68,791	0%		
5857	Payroll Fees	-	-	-	25,750	25,750	25,750	-	-	25,750	25,750	0%		
5860	Service Fees	2,025	-	2,025	2,318	2,318	2,318	-	-	293	293	87%		
5863	Prof Developmnt	-	-	-	20,000	35,666	35,666	15,666	-	35,666	35,666	0%		
5864	Prof Dev-Other	-	1,377	1,377	58,000	58,000	58,000	-	-	56,623	56,623	2%		
5869	SpEd Ctrct Inst	-	-	-	-	106,366	106,366	106,366	-	106,366	106,366	0%		
5872	SpEd Fees	-	-	-	-	15,494	15,494	15,494	-	15,494	15,494	0%		
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-	-		
5884	Substitutes	-	-	-	30,900	30,900	30,900	-	-	30,900	30,900	0%		
5890	OthSvcsNon-Inst	-	-	-	116,809	116,809	116,809	-	-	116,809	116,809	0%		
5900	Communications	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
5920	TelecomInternet	-	958	958	63,405	63,405	63,405	-	-	62,447	62,447	2%		
5930	PostageDelivery	-	1,009	1,009	15,000	15,000	15,000	-	-	13,992	13,992	7%		
5940	Technology	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Services & Operations				11,951	217,593	229,544	3,592,319	3,519,911	3,519,911	(72,408)	-	3,290,367	3,290,367	7%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 1			Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Actuals
						(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	as % of Current Forecast
Capital Outlay & Depreciation											
6100	Site Imp (Pre-Capitalization)		-	-	-	-	-	-	-	-	-
6400	EquipFixed		-	-	-	-	24,000	24,000	24,000	-	0%
6900	Depreciation		-	-	-	71,472	71,472	71,472	-	71,472	0%
SUBTOTAL - Cap Outlay & Depreciation			-	-	-	71,472	95,472	95,472	24,000	-	0%
Other Outflows											
7299	Encroachment		-	-	-	15,494	-	-	(15,494)	-	-
7438	InterestExpense		-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows			-	-	-	15,494	-	-	(15,494)	-	-
TOTAL EXPENSES			238,464	706,120	944,584	8,843,426	8,988,661	8,988,661	145,235	-	56%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget						
MSA 2							Adopted			Adopted	Revised		Actuals
	Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	as % of Current Forecast		
SUMMARY													
Revenue													
LCFF Entitlement	63,824	283,685	347,509	4,916,902	4,916,902	4,916,902	-	-	4,569,393	4,569,393	7%		
Federal Revenue	-	-	-	499,381	499,381	499,381	-	-	499,381	499,381	0%		
Other State Revenues	10,929	-	10,929	539,656	539,656	539,656	-	-	528,727	528,727	2%		
Other Local Revenues (incl. suspense)	51,072	3,736	54,808	33,343	33,343	33,343	-	-	(21,465)	(21,465)	164%		
Total Revenue	125,825	287,421	413,246	5,989,282	5,989,282	5,989,282	-	-	5,576,036	5,576,036	7%		
Expenses													
Certificated Salaries	112,754	172,654	285,408	2,166,303	2,166,303	2,166,303	-	-	1,880,895	1,880,895	13%		
Classified Salaries	14,755	58,550	73,304	438,606	477,606	477,606	39,000	-	404,302	404,302	15%		
Benefits	18,329	94,916	113,245	978,684	978,684	978,684	-	-	865,439	865,439	12%		
Books and Supplies	1,246	76,776	78,022	426,947	474,780	474,780	47,833	-	396,758	396,758	16%		
Services and Other Operating Expenditures	23,426	168,091	191,518	1,737,696	1,680,093	1,680,093	(57,603)	-	1,488,576	1,488,576	11%		
Depreciation	-	-	-	69,484	69,484	69,484	-	-	69,484	69,484	0%		
Other Outflows	-	-	-	12,147	-	-	(12,147)	-	-	-	-		
Total Expenses	170,510	570,987	741,498	5,829,868	5,846,951	5,846,951	17,083	-	5,105,453	5,105,453	13%		
Operating Income													
				(328,251)	159,414	142,331	142,331	(17,083)	-	470,582	470,582	-231%	
Fund Balance													
Beginning Balance (Unaudited)				1,255,568	1,255,568	1,255,568							
Audit Adjustment				-	-	-							
Beginning Balance (Audited)				1,255,568	1,255,568	1,255,568							
Operating Income				159,414	142,331	142,331							
Ending Fund Balance				1,414,982	1,397,899	1,397,899							

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 2	Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
				(July 1)	Budget	Budget	Budget vs.	Budget vs.	Budget	Forecast	as % of
				Budget	Budget	Forecast	Current	Current	Budget	Forecast	Current
							Budget vs.	Budget vs.	Budget	Forecast	Forecast
							Forecast	Forecast	Remaining	Remaining	Forecast

REVENUE DETAIL**LCFF Entitlement**

8011	State Aid	-	156,037	156,037	3,378,044	3,378,044	3,378,044	-	-	3,222,007	3,222,007	5%
8012	EPA Entitlement	-	-	-	559,149	559,149	559,149	-	-	559,149	559,149	0%
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-
8096	InLieuPropTaxes	63,824	127,648	191,472	979,709	979,709	979,709	-	-	788,237	788,237	20%
SUBTOTAL - LCFF Entitlement		63,824	283,685	347,509	4,916,902	4,916,902	4,916,902	-	-	4,569,393	4,569,393	7%

Federal Revenue

8181	SpEd - Revenue	-	-	-	58,875	58,875	58,875	-	-	58,875	58,875	0%
8220	SchLunchFederal	-	-	-	202,266	202,266	202,266	-	-	202,266	202,266	0%
8290	All Other Federal Revenue	-	-	-	238,240	238,240	238,240	-	-	238,240	238,240	0%
SUBTOTAL - Federal Revenue		-	-	-	499,381	499,381	499,381	-	-	499,381	499,381	0%

Other State Revenue

8311	SpEd Revenue	10,929	-	10,929	231,807	231,807	231,807	-	-	220,878	220,878	5%
8520	SchoolNtrState	-	-	-	19,867	19,867	19,867	-	-	19,867	19,867	0%
8550	MandCstReimburs	-	-	-	163,554	163,554	163,554	-	-	163,554	163,554	0%
8560	StateLotteryRev	-	-	-	86,151	86,151	86,151	-	-	86,151	86,151	0%
8590	AllOthStateRev	-	-	-	38,277	38,277	38,277	-	-	38,277	38,277	0%
SUBTOTAL - Other State Revenue		10,929	-	10,929	539,656	539,656	539,656	-	-	528,727	528,727	2%

Local Revenue

8634	StudentLunchFee	51,072	-	51,072	3,208	3,208	3,208	-	-	(47,864)	(47,864)	1592%
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-
8699	Other Revenue	-	-	-	30,135	30,135	30,135	-	-	30,135	30,135	0%
8791	SpEd Revenue (Local)	-	3,736	3,736	-	-	-	-	-	(3,736)	(3,736)	-
8999	Revenues-Susp	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Local Revenue		51,072	3,736	54,808	33,343	33,343	33,343	-	-	(21,465)	(21,465)	164%

TOTAL REVENUE

125,825	287,421	413,246	5,989,282	5,989,282	5,989,282	-	-	5,576,036	5,576,036	7%
----------------	----------------	----------------	------------------	------------------	------------------	---	---	------------------	------------------	-----------

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 2				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	72,261	145,044	217,305	1,740,983	1,740,983	1,740,983	-	-	1,523,678	1,523,678	12%		
1300	Cert Adminis	40,493	27,610	68,103	425,320	425,320	425,320	-	-	357,217	357,217	16%		
SUBTOTAL - Certificated Salaries		112,754	172,654	285,408	2,166,303	2,166,303	2,166,303	-	-	1,880,895	1,880,895	13%		
Classified Salaries														
2400	Clerical & Tech	10,583	34,933	45,516	167,840	167,840	167,840	-	-	122,324	122,324	27%		
2900	OtherClassStaff	4,172	23,616	27,788	270,766	309,766	309,766	39,000	-	281,978	281,978	9%		
SUBTOTAL - Classified Salaries		14,755	58,550	73,304	438,606	477,606	477,606	39,000	-	404,302	404,302	15%		
Employee Benefits														
3101	STRS	7,689	28,059	35,748	330,913	330,913	330,913	-	-	295,165	295,165	11%		
3202	PERS	2,546	6,361	8,907	79,221	79,221	79,221	-	-	70,314	70,314	11%		
3301	OASDI/Med	2,756	5,231	7,987	73,252	73,252	73,252	-	-	65,265	65,265	11%		
3401	HlthWelfare	-	53,200	53,200	464,124	464,124	464,124	-	-	410,924	410,924	11%		
3501	UnemployIns	-	285	285	1,533	1,533	1,533	-	-	1,248	1,248	19%		
3601	WorkersCmp	5,338	1,779	7,117	29,331	29,331	29,331	-	-	22,214	22,214	24%		
3901	OthBenes	-	-	-	310	310	310	-	-	310	310	0%		
SUBTOTAL - Employee Benefits		18,329	94,916	113,245	978,684	978,684	978,684	-	-	865,439	865,439	12%		
Books & Supplies														
4100	Text&CoreCurric	-	50,219	50,219	25,000	81,500	81,500	56,500	-	31,281	31,281	62%		
4200	BooksOthRefMats	-	-	-	5,000	-	-	(5,000)	-	-	-	-		
4310	Ins Mats & Sups	-	1,742	1,742	30,000	47,083	47,083	17,083	-	45,341	45,341	4%		
4315	OthrSupplies	-	-	-	-	-	-	-	-	-	-	-		
4320	Office Supplies	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
4325	ProfDevMat&Sups	-	-	-	-	-	-	-	-	-	-	-		
4326	Arts&MusicSupps	-	-	-	-	-	-	-	-	-	-	-		
4335	PE Supplies	-	-	-	-	-	-	-	-	-	-	-		
4340	Educat Software	-	-	-	57,982	37,232	37,232	(20,750)	-	37,232	37,232	0%		
4345	NonInstStdntSup	1,246	545	1,791	10,000	10,000	10,000	-	-	8,209	8,209	18%		
4430	OfficeFurnEqp<5k	-	-	-	6,000	6,000	6,000	-	-	6,000	6,000	0%		
4440	Computers <\$5k	-	-	-	15,625	15,625	15,625	-	-	15,625	15,625	0%		
4710	Food	-	(11)	(11)	247,340	247,340	247,340	-	-	247,351	247,351	0%		
4720	Food:Other Food	-	(578)	(578)	10,000	10,000	10,000	-	-	10,578	10,578	-6%		
4999	Misc Exp-Suspense	-	25,256	25,256	-	-	-	-	-	(25,256)	(25,256)	-		
SUBTOTAL - Books and Supplies		1,246	76,776	78,022	426,947	474,780	474,780	47,833	-	396,758	396,758	16%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 2				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							Budget (July 1)	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
Services & Other Operating Expenses														
5101	CMO Fees	-	149,815	149,815	898,892	898,892	898,892	-	-	749,077	749,077	17%		
5205	Conference Fees	-	-	-	6,000	6,000	6,000	-	-	6,000	6,000	0%		
5210	MilesParkTolls	-	-	-	-	-	-	-	-	-	-	-		
5215	TravConferences	-	-	-	2,500	2,500	2,500	-	-	2,500	2,500	0%		
5220	TraLodging	-	-	-	-	-	-	-	-	-	-	-		
5300	DuesMemberships	-	1,020	1,020	6,000	6,000	6,000	-	-	4,980	4,980	17%		
5450	Other Insurance	5,816	1,939	7,755	27,746	27,746	27,746	-	-	19,991	19,991	28%		
5500	OpsHousekeeping	-	-	-	17,510	17,510	17,510	-	-	17,510	17,510	0%		
5510	Gas & Electric	-	-	-	-	-	-	-	-	-	-	-		
5610	Rent & Leases	-	-	-	164,833	125,833	125,833	(39,000)	-	125,833	125,833	0%		
5620	EquipmentLeases	1,081	1,162	2,244	20,000	20,000	20,000	-	-	17,756	17,756	11%		
5630	Reps&MaintBldng	-	(742)	(742)	28,749	28,749	28,749	-	-	29,491	29,491	-3%		
5800	ProfessServices	-	2,775	2,775	165,215	45,215	45,215	(120,000)	-	42,440	42,440	6%		
5810	Legal	-	9,278	9,278	20,000	20,000	20,000	-	-	10,723	10,723	46%		
5813	SchPrgAftSchool	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%		
5814	SchPrgAcadComps	-	694	694	12,000	12,000	12,000	-	-	11,306	11,306	6%		
5819	SchlProgs-Other	-	(50)	(50)	10,000	10,000	10,000	-	-	10,050	10,050	-1%		
5820	Audit & CPA	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-		
5835	Field Trips	-	-	-	20,000	10,000	10,000	(10,000)	-	10,000	10,000	0%		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtdRecrt	-	-	-	20,000	20,000	20,000	-	-	20,000	20,000	0%		
5850	Oversight Fees	-	-	-	49,169	49,169	49,169	-	-	49,169	49,169	0%		
5857	Payroll Fees	-	-	-	21,000	21,000	21,000	-	-	21,000	21,000	0%		
5860	Service Fees	1,820	-	1,820	1,500	1,500	1,500	-	-	(320)	(320)	121%		
5863	Prof Developmnt	-	-	-	11,442	11,442	11,442	-	-	11,442	11,442	0%		
5864	Prof Dev-Other	-	(1,077)	(1,077)	75,500	55,500	55,500	(20,000)	-	56,577	56,577	-2%		
5869	SpEd Ctrct Inst	12,337	750	13,087	-	119,250	119,250	119,250	-	106,164	106,164	11%		
5872	SpEd Fees	-	-	-	-	12,147	12,147	12,147	-	12,147	12,147	0%		
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-	-		
5884	Substitutes	-	-	-	76,000	76,000	76,000	-	-	76,000	76,000	0%		
5890	OthSvcsNon-Inst	-	-	-	23,405	23,405	23,405	-	-	23,405	23,405	0%		
5900	Communications	-	-	-	4,635	4,635	4,635	-	-	4,635	4,635	0%		
5920	TelecomInternet	2,372	958	3,330	36,600	36,600	36,600	-	-	33,270	33,270	9%		
5930	PostageDelivery	-	1,569	1,569	7,000	7,000	7,000	-	-	5,431	5,431	22%		
5940	Technology	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Services & Operations				23,426	168,091	191,518	1,737,696	1,680,093	1,680,093	(57,603)	-	1,488,576	1,488,576	11%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date			Annual Budget									
MSA 2			Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals		
						(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast		
Capital Outlay & Depreciation															
6100	Site Imp (Pre-Capitalization)	-	-	-	-	-	-	-	-	-	-	-	-		
6400	EquipFixed	-	-	-	-	-	-	-	-	-	-	-	-		
6900	Depreciation	-	-	-	69,484	69,484	69,484	-	-	69,484	69,484	0%			
SUBTOTAL - Cap Outlay & Depreciation					-	-	-	69,484	69,484	69,484	69,484	0%			
Other Outflows															
7299	Encroachment	-	-	-	12,147	-	-	(12,147)	-	-	-	-	-		
7438	InterestExpense	-	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Other Outflows					-	-	-	(12,147)	-	-	-	-	-		
TOTAL EXPENSES					170,510	570,987	741,498	5,829,868	5,846,951	5,846,951	17,083	-	5,105,453	5,105,453	68%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 3							Adopted	Revised	Revised	Current	Actuals			
	Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast			
SUMMARY														
Revenue														
LCFF Entitlement				63,914	279,907	343,821	4,907,330	4,907,330	4,907,330	-	-	4,563,509	4,563,509	7%
Federal Revenue				-	-	-	473,723	473,723	473,723	-	-	473,723	473,723	0%
Other State Revenues				10,948	-	10,948	656,427	672,093	672,093	15,666	-	661,145	661,145	2%
Other Local Revenues (incl. suspense)				69,389	2,870	72,259	58,869	58,869	58,869	-	-	(13,390)	(13,390)	123%
Total Revenue				144,251	282,777	427,028	6,096,349	6,112,015	6,112,015	15,666	-	5,684,987	5,684,987	7%
Expenses														
Certificated Salaries				102,550	171,817	274,367	2,018,348	1,972,136	1,972,136	(46,212)	-	1,697,769	1,697,769	14%
Classified Salaries				50,923	49,722	100,645	493,048	539,260	539,260	46,212	-	438,615	438,615	19%
Benefits				29,878	85,914	115,792	888,593	888,593	888,593	-	-	772,801	772,801	13%
Books and Supplies				2,932	355	3,287	386,564	387,126	387,126	563	-	383,839	383,839	1%
Services and Other Operating Expenditures				101,302	106,848	208,149	2,130,019	2,156,842	2,156,842	26,823	-	1,948,693	1,948,693	10%
Depreciation				-	-	-	63,804	63,804	63,804	-	-	63,804	63,804	0%
Other Outflows				-	-	-	11,720	-	-	(11,720)	-	-	-	-
Total Expenses				287,585	414,655	702,240	5,992,096	6,007,762	6,007,762	15,666	-	5,305,521	5,305,521	12%
Operating Income						(275,212)	104,253	104,253	104,253	(0)	-	379,465	379,465	-264%
Fund Balance														
Beginning Balance (Unaudited)							1,071,970	1,071,970	1,071,970					
Audit Adjustment							-	-	-					
Beginning Balance (Audited)							1,071,970	1,071,970	1,071,970					
Operating Income							104,253	104,253	104,253					
Ending Fund Balance							1,176,223	1,176,223	1,176,223					

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 3	Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
				(July 1)	Budget	Budget	Budget vs.	Budget vs.	Budget	Forecast	as % of
				Budget	Budget	Forecast	Current	Current	Budget	Forecast	Current
				Budget	Budget	Forecast	Forecast	Forecast	Remaining	Remaining	Forecast

REVENUE DETAIL**LCFF Entitlement**

8011	State Aid	-	152,080	152,080	3,324,404	3,324,404	3,324,404	-	-	3,172,324	3,172,324	5%
8012	EPA Entitlement	-	-	-	572,645	572,645	572,645	-	-	572,645	572,645	0%
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-
8096	InLieuPropTaxes	63,914	127,827	191,741	1,010,281	1,010,281	1,010,281	-	-	818,540	818,540	19%
SUBTOTAL - LCFF Entitlement		63,914	279,907	343,821	4,907,330	4,907,330	4,907,330	-	-	4,563,509	4,563,509	7%

Federal Revenue

8181	SpEd - Revenue	-	-	-	56,875	56,875	56,875	-	-	56,875	56,875	0%
8220	SchLunchFederal	-	-	-	210,830	210,830	210,830	-	-	210,830	210,830	0%
8290	All Other Federal Revenue	-	-	-	206,018	206,018	206,018	-	-	206,018	206,018	0%
SUBTOTAL - Federal Revenue		-	-	-	473,723	473,723	473,723	-	-	473,723	473,723	0%

Other State Revenue

8311	SpEd Revenue	10,948	-	10,948	239,041	239,041	239,041	-	-	228,093	228,093	5%
8520	SchoolNtrState	-	-	-	19,643	19,643	19,643	-	-	19,643	19,643	0%
8550	MandCstReimburs	-	-	-	163,990	163,990	163,990	-	-	163,990	163,990	0%
8560	StateLotteryRev	-	-	-	88,839	88,839	88,839	-	-	88,839	88,839	0%
8590	AllOthStateRev	-	-	-	144,914	160,580	160,580	15,666	-	160,580	160,580	0%
SUBTOTAL - Other State Revenue		10,948	-	10,948	656,427	672,093	672,093	15,666	-	661,145	661,145	2%

Local Revenue

8634	StudentLunchFee	68,889	-	68,889	4,270	4,270	4,270	-	-	(64,619)	(64,619)	1613%
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-
8699	Other Revenue	500	1,072	1,572	54,599	54,599	54,599	-	-	53,027	53,027	3%
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-	-
8999	Revenues-Susp	-	1,798	1,798	-	-	-	-	-	(1,798)	(1,798)	-
SUBTOTAL - Local Revenue		69,389	2,870	72,259	58,869	58,869	58,869	-	-	(13,390)	(13,390)	123%

TOTAL REVENUE

144,251	282,777	427,028	6,096,349	6,112,015	6,112,015	15,666	-	5,684,987	5,684,987	7%
----------------	----------------	----------------	------------------	------------------	------------------	---------------	---	------------------	------------------	-----------

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 3				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	51,469	125,909	177,378	1,681,876	1,635,664	1,635,664	(46,212)	-	1,458,286	1,458,286	11%		
1300	Cert Adminis	51,081	45,908	96,989	336,472	336,472	336,472	-	-	239,483	239,483	29%		
SUBTOTAL - Certificated Salaries		102,550	171,817	274,367	2,018,348	1,972,136	1,972,136	(46,212)	-	1,697,769	1,697,769	14%		
Classified Salaries														
2400	Clerical & Tech	20,247	16,615	36,861	164,833	190,965	190,965	26,132	-	154,104	154,104	19%		
2900	OtherClassStaff	30,677	33,107	63,784	328,215	348,295	348,295	20,080	-	284,511	284,511	18%		
SUBTOTAL - Classified Salaries		50,923	49,722	100,645	493,048	539,260	539,260	46,212	-	438,615	438,615	19%		
Employee Benefits														
3101	STRS	10,231	26,112	36,343	308,115	308,115	308,115	-	-	271,772	271,772	12%		
3202	PERS	8,135	8,539	16,674	89,054	89,054	89,054	-	-	72,381	72,381	19%		
3301	OASDI/Med	1,485	10,821	12,306	74,781	74,781	74,781	-	-	62,475	62,475	16%		
3401	HlthWelfare	3,896	37,994	41,889	386,892	386,892	386,892	-	-	345,003	345,003	11%		
3501	UnemployIns	-	383	383	1,473	1,473	1,473	-	-	1,090	1,090	26%		
3601	WorkersCmp	6,132	2,044	8,176	28,278	28,278	28,278	-	-	20,102	20,102	29%		
3901	OthBenes	-	22	22	-	-	-	-	-	(22)	(22)	-		
SUBTOTAL - Employee Benefits		29,878	85,914	115,792	888,593	888,593	888,593	-	-	772,801	772,801	13%		
Books & Supplies														
4100	Text&CoreCurric	-	-	-	25,000	25,000	25,000	-	-	25,000	25,000	0%		
4200	BooksOthRefMats	-	-	-	4,000	4,000	4,000	-	-	4,000	4,000	0%		
4310	Ins Mats & Sups	-	-	-	26,500	26,500	26,500	-	-	26,500	26,500	0%		
4320	Office Supplies	-	(1,978)	(1,978)	11,000	11,000	11,000	-	-	12,978	12,978	-18%		
4325	ProfDevMat&Sups	-	-	-	500	500	500	-	-	500	500	0%		
4326	Arts&MusicSups	-	-	-	1,500	1,500	1,500	-	-	1,500	1,500	0%		
4335	PE Supplies	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%		
4340	Educat Software	-	563	563	54,310	54,873	54,873	563	-	54,310	54,310	1%		
4345	NonInstStdntSup	447	-	447	7,000	7,000	7,000	-	-	6,553	6,553	6%		
4346	TeacherSupplies	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%		
4350	Cust. Supplies	-	-	-	300	300	300	-	-	300	300	0%		
4390	Uniforms	-	-	-	500	500	500	-	-	500	500	0%		
4400	NonCapEquip-Gen	-	-	-	7,120	7,120	7,120	-	-	7,120	7,120	0%		
4440	Computers <\$5k	2,485	-	2,485	6,602	6,602	6,602	-	-	4,117	4,117	38%		
4710	Food	-	-	-	230,992	230,992	230,992	-	-	230,992	230,992	0%		
4720	Food:Other Food	-	-	-	8,240	8,240	8,240	-	-	8,240	8,240	0%		
4999	Misc Exp-Suspense	-	1,771	1,771	-	-	-	-	-	(1,771)	(1,771)	-		
SUBTOTAL - Books and Supplies		2,932	355	3,287	386,564	387,126	387,126	563	-	383,839	383,839	1%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 3				Jul Actuals Aug Actuals		Actual YTD	Adopted			Adopted	Revised	Revised	Current	Actuals
							Budget (July 1)	Revised	Current	Budget vs. Current	Budget vs. Current			
							Budget	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Services & Other Operating Expenses														
5101	CMO Fees	82,592	82,592	165,184	991,104	991,104	991,104	-	-	825,920	825,920	17%		
5205	Conference Fees	-	-	-	-	-	-	-	-	-	-	-		
5210	MilesParkTolls	-	-	-	2,244	2,244	2,244	-	-	2,244	2,244	0%		
5215	TravConferences	-	-	-	-	-	-	-	-	-	-	-		
5220	TraLodging	-	-	-	515	515	515	-	-	515	515	0%		
5300	DuesMemberships	-	-	-	10,300	10,300	10,300	-	-	10,300	10,300	0%		
5450	Other Insurance	5,553	1,851	7,404	27,808	27,808	27,808	-	-	20,404	20,404	27%		
5500	OpsHousekeeping	-	-	-	5,150	5,150	5,150	-	-	5,150	5,150	0%		
5510	Gas & Electric	1,102	-	1,102	-	-	-	-	-	(1,102)	(1,102)	-		
5610	Rent & Leases	2,101	-	2,101	405,200	405,200	405,200	-	-	403,100	403,100	1%		
5620	EquipmentLeases	2,237	1,413	3,649	16,068	16,068	16,068	-	-	12,419	12,419	23%		
5630	Reps&MaintBldng	-	-	-	13,905	13,905	13,905	-	-	13,905	13,905	0%		
5800	ProfessServices	-	10,000	10,000	167,268	84,605	84,605	(82,663)	-	74,605	74,605	12%		
5810	Legal	1,919	-	1,919	35,000	35,000	35,000	-	-	33,081	33,081	5%		
5813	SchPrgAftSchool	-	-	-	113,234	113,234	113,234	-	-	113,234	113,234	0%		
5814	SchPrgAcadComps	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%		
5819	SchlProgs-Other	-	7,650	7,650	20,000	20,000	20,000	-	-	12,350	12,350	38%		
5820	Audit & CPA	-	-	-	10,313	10,313	10,313	-	-	10,313	10,313	0%		
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-		
5835	Field Trips	2,885	-	2,885	20,000	20,000	20,000	-	-	17,116	17,116	14%		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtdRecrt	-	225	225	10,000	10,000	10,000	-	-	9,775	9,775	2%		
5850	Oversight Fees	-	-	-	49,073	49,073	49,073	-	-	49,073	49,073	0%		
5857	Payroll Fees	-	-	-	25,714	25,714	25,714	-	-	25,714	25,714	0%		
5860	Service Fees	1,970	-	1,970	515	515	515	-	-	(1,455)	(1,455)	383%		
5863	Prof Developmnt	-	-	-	15,000	30,666	30,666	15,666	-	30,666	30,666	0%		
5864	Prof Dev-Other	-	-	-	30,000	30,000	30,000	-	-	30,000	30,000	0%		
5869	SpEd Ctrct Inst	-	-	-	-	82,101	82,101	82,101	-	82,101	82,101	0%		
5872	SpEd Fees	-	-	-	-	11,720	11,720	11,720	-	11,720	11,720	0%		
5875	StaffRecruiting	-	-	-	309	309	309	-	-	309	309	0%		
5884	Substitutes	-	-	-	77,000	77,000	77,000	-	-	77,000	77,000	0%		
5890	OthSvcsNon-Inst	-	-	-	15,450	15,450	15,450	-	-	15,450	15,450	0%		
5900	Communications	-	1,075	1,075	9,962	9,962	9,962	-	-	8,887	8,887	11%		
5920	TelecomInternet	944	2,042	2,986	49,991	49,991	49,991	-	-	47,005	47,005	6%		
5930	PostageDelivery	-	-	-	6,896	6,896	6,896	-	-	6,896	6,896	0%		
5940	Technology	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Services & Operations				101,302	106,848	208,149	2,130,019	2,156,842	2,156,842	26,823	-	1,948,693	1,948,693	10%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 3				Jul Actuals Aug Actuals		Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
Capital Outlay & Depreciation														
6100	Site Imp (Pre-Capitalization)		-	-	-	-	-	-	-	-	-	-	-	-
6400	EquipFixed		-	-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation		-	-	-	63,804	63,804	63,804	-	-	63,804	63,804	0%	
SUBTOTAL - Cap Outlay & Depreciation						-	-	-	-	-	63,804	63,804	0%	
Other Outflows														
7299	Encroachment		-	-	-	11,720	-	-	(11,720)	-	-	-	-	-
7438	InterestExpense		-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows						-	-	-	(11,720)	-	-	-	-	-
TOTAL EXPENSES						287,585	414,655	702,240	5,992,096	6,007,762	6,007,762	15,666	-	56%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 4				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
SUMMARY														
Revenue														
LCFF Entitlement				24,302	108,269	132,571	1,920,178	1,920,178	1,920,178	-	-	1,787,607	1,787,607	7%
Federal Revenue				25,153	3,997	29,149	155,404	155,404	155,404	-	-	126,255	126,255	19%
Other State Revenues				5,928	11,855	17,783	197,847	197,847	197,847	-	-	180,064	180,064	9%
Other Local Revenues (incl. suspense)				7,700	1,575	9,275	7,396	22,796	22,796	15,400	-	13,521	13,521	41%
Total Revenue				63,082	125,696	188,778	2,280,825	2,296,225	2,296,225	15,400	-	2,107,447	2,107,447	8%
Expenses														
Certificated Salaries				31,346	74,448	105,794	949,845	984,845	984,845	35,000	-	879,051	879,051	11%
Classified Salaries				3,331	9,549	12,880	69,781	69,781	69,781	-	-	56,902	56,902	18%
Benefits				6,976	32,437	39,412	354,746	354,746	354,746	-	-	315,334	315,334	11%
Books and Supplies				1,469	6,734	8,202	143,475	159,790	159,790	16,315	-	151,588	151,588	5%
Services and Other Operating Expenditures				11,950	19,549	31,499	797,040	803,430	803,430	6,390	-	771,931	771,931	4%
Depreciation				-	-	-	19,312	19,312	19,312	-	-	19,312	19,312	0%
Other Outflows				-	1,585	1,585	26,365	0	0	(26,365)	-	(1,585)	(1,585)	87146192105898000%
Total Expenses				55,071	144,301	199,372	2,360,563	2,391,904	2,391,904	31,340	-	2,192,532	2,192,532	8%
Operating Income						(10,594)	(79,738)	(95,679)	(95,679)	(15,940)	-	(85,085)	(85,085)	11%
Fund Balance														
Beginning Balance (Unaudited)							1,493,450	1,493,450	1,493,450					
Audit Adjustment							-	-	-					
Beginning Balance (Audited)							1,493,450	1,493,450	1,493,450					
Operating Income							(79,738)	(95,679)	(95,679)					
Ending Fund Balance							1,413,712	1,397,771	1,397,771					



Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 4				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
REVENUE DETAIL														
LCFF Entitlement														
8011	State Aid	-	59,666	59,666	1,317,941	1,317,941	1,317,941	-	-	-	-	1,258,275	1,258,275	5%
8012	EPA Entitlement	-	-	-	223,524	223,524	223,524	-	-	-	-	223,524	223,524	0%
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-
8096	InLieuPropTaxes	24,302	48,603	72,905	378,713	378,713	378,713	-	-	-	-	305,808	305,808	19%
SUBTOTAL - LCFF Entitlement		24,302	108,269	132,571	1,920,178	1,920,178	1,920,178	-	-	-	-	1,787,607	1,787,607	7%
Federal Revenue														
8181	SpEd - Revenue	1,998	3,997	5,995	33,606	33,606	33,606	-	-	-	-	27,611	27,611	18%
8220	SchLunchFederal	23,154	-	23,154	35,688	35,688	35,688	-	-	-	-	12,534	12,534	65%
8290	All Other Federal Revenue	-	-	-	86,110	86,110	86,110	-	-	-	-	86,110	86,110	0%
SUBTOTAL - Federal Revenue		25,153	3,997	29,149	155,404	155,404	155,404	-	-	-	-	126,255	126,255	19%
Other State Revenue														
8311	SpEd Revenue	5,928	11,855	17,783	98,217	98,217	98,217	-	-	-	-	80,434	80,434	18%
8520	SchoolNutrState	-	-	-	2,481	2,481	2,481	-	-	-	-	2,481	2,481	0%
8550	MandCstReimburs	-	-	-	63,847	63,847	63,847	-	-	-	-	63,847	63,847	0%
8560	StateLotteryRev	-	-	-	33,302	33,302	33,302	-	-	-	-	33,302	33,302	0%
8590	AllOthStateRev	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Other State Revenue		5,928	11,855	17,783	197,847	197,847	197,847	-	-	-	-	180,064	180,064	9%
Local Revenue														
8634	StudentLunchFee	-	1,200	1,200	1,487	1,487	1,487	-	-	-	-	287	287	81%
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	(0)	(0)	-	-	-	-	-	-	-	0	0	-
8699	Other Revenue	7,700	-	7,700	5,909	21,309	21,309	15,400	-	-	-	13,609	13,609	36%
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-	-	-	-
8999	Revenues-Susp	-	375	375	-	-	-	-	-	-	-	(375)	(375)	-
SUBTOTAL - Local Revenue		7,700	1,575	9,275	7,396	22,796	22,796	15,400	-	-	-	13,521	13,521	41%
TOTAL REVENUE														
		63,082	125,696	188,778	2,280,825	2,296,225	2,296,225	15,400	-	-	-	2,107,447	2,107,447	8%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 4				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries			16,075	56,867	72,942	776,333	811,333	811,333	35,000	-	738,391	738,391	9%
1300	Cert Adminis			15,271	17,581	32,852	173,512	173,512	173,512	-	-	140,660	140,660	19%
SUBTOTAL - Certificated Salaries				31,346	74,448	105,794	949,845	984,845	984,845	35,000	-	879,051	879,051	11%
Classified Salaries														
2400	Clerical & Tech			3,331	5,177	8,508	41,998	41,998	41,998	-	-	33,491	33,491	20%
2900	OtherClassStaff			-	4,372	4,372	27,783	27,783	27,783	-	-	23,411	23,411	16%
SUBTOTAL - Classified Salaries				3,331	9,549	12,880	69,781	69,781	69,781	-	-	56,902	56,902	18%
Employee Benefits														
3101	STRS			3,044	11,485	14,529	147,744	147,744	147,744	-	-	133,215	133,215	10%
3202	PERS			575	958	1,533	12,604	12,604	12,604	-	-	11,071	11,071	12%
3301	OASDI/Med			802	2,071	2,873	21,735	21,735	21,735	-	-	18,862	18,862	13%
3401	HlthWelfare			-	16,961	16,961	160,358	160,358	160,358	-	-	143,398	143,398	11%
3501	UnemployIns			-	110	110	615	615	615	-	-	505	505	18%
3601	WorkersCmp			2,555	852	3,407	11,481	11,481	11,481	-	-	8,074	8,074	30%
3901	OthBenes			-	-	-	209	209	209	-	-	209	209	0%
SUBTOTAL - Employee Benefits				6,976	32,437	39,412	354,746	354,746	354,746	-	-	315,334	315,334	11%
Books & Supplies														
4100	Text&CoreCurric			-	-	-	17,118	17,118	17,118	-	-	17,118	17,118	0%
4200	BooksOthRefMats			-	-	-	-	-	-	-	-	-	-	-
4310	Ins Mats & Sups			-	-	-	25,000	40,940	40,940	15,940	-	40,940	40,940	0%
4315	OthrSupplies			-	-	-	-	-	-	-	-	-	-	-
4320	Office Supplies			-	201	201	11,000	11,000	11,000	-	-	10,799	10,799	2%
4325	ProfDevMat&Sups			-	-	-	-	-	-	-	-	-	-	-
4326	Arts&MusicSupps			-	-	-	-	-	-	-	-	-	-	-
4335	PE Supplies			-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%
4340	Educat Software			-	375	375	33,228	33,603	33,603	375	-	33,228	33,228	1%
4345	NonInstStdntSup			-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%
4710	Food			-	-	-	49,129	49,129	49,129	-	-	49,129	49,129	0%
4720	Food:Other Food			-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%
4999	Misc Exp-Suspense			1,469	6,157	7,626	-	-	-	-	-	(7,626)	(7,626)	-
SUBTOTAL - Books and Supplies				1,469	6,734	8,202	143,475	159,790	159,790	16,315	-	151,588	151,588	5%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 4				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs.	Revised Budget vs.	Revised Budget	Current Forecast	Actuals as % of Current Forecast
										Current Forecast	Current Forecast	Remaining	Remaining	
Services & Other Operating Expenses														
5101	CMO Fees	6,471	6,471	12,943	77,657	77,657	77,657	-	-	64,714	64,714		17%	
5205	Conference Fees	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000		0%	
5210	MilesParkTolls	-	-	-	-	-	-	-	-	-	-		-	
5215	TravConferences	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000		0%	
5220	TraLodging	-	-	-	-	-	-	-	-	-	-		-	
5300	DuesMemberships	-	-	-	4,567	4,567	4,567	-	-	4,567	4,567		0%	
5450	Other Insurance	2,133	711	2,844	11,273	11,273	11,273	-	-	8,429	8,429		25%	
5500	OpsHousekeeping	-	-	-	656	656	656	-	-	656	656		0%	
5510	Gas & Electric	-	-	-	-	-	-	-	-	-	-		-	
5610	Rent & Leases	-	-	-	172,340	187,740	187,740	15,400	-	187,740	187,740		0%	
5620	EquipmentLeases	377	377	754	22,134	22,134	22,134	-	-	21,380	21,380		3%	
5630	Reps&MaintBldng	-	-	-	7,000	7,000	7,000	-	-	7,000	7,000		0%	
5800	ProfessServices	-	-	-	186,833	91,913	91,913	(94,920)	-	91,913	91,913		0%	
5810	Legal	-	-	-	25,000	25,000	25,000	-	-	25,000	25,000		0%	
5813	SchPrgAftSchool	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000		0%	
5814	SchPrgAcadComps	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000		0%	
5819	SchlProgs-Other	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000		0%	
5820	Audit & CPA	-	-	-	10,850	10,850	10,850	-	-	10,850	10,850		0%	
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-		-	
5835	Field Trips	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000		0%	
5836	FieldTrip Trans	-	9,579	9,579	63,860	63,860	63,860	-	-	54,281	54,281		15%	
5840	MarkngStdtRecrt	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000		0%	
5850	Oversight Fees	1,028	2,056	3,084	19,202	19,202	19,202	-	-	16,117	16,117		16%	
5857	Payroll Fees	-	-	-	10,044	10,044	10,044	-	-	10,044	10,044		0%	
5860	Service Fees	-	-	-	546	546	546	-	-	546	546		0%	
5863	Prof Developmnt	-	-	-	29,865	29,865	29,865	-	-	29,865	29,865		0%	
5864	Prof Dev-Other	-	-	-	20,000	20,000	20,000	-	-	20,000	20,000		0%	
5869	SpEd Ctrct Inst	-	-	-	-	59,545	59,545	59,545	-	59,545	59,545		0%	
5872	SpEd Fees	1,585	-	1,585	-	26,365	26,365	26,365	-	24,779	24,779		6%	
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-		-	
5884	Substitutes	-	-	-	34,705	34,705	34,705	-	-	34,705	34,705		0%	
5890	OthSvcsNon-Inst	-	-	-	11,596	11,596	11,596	-	-	11,596	11,596		0%	
5900	Communications	-	-	-	4,450	4,450	4,450	-	-	4,450	4,450		0%	
5920	TelecomInternet	355	354	709	55,750	55,750	55,750	-	-	55,041	55,041		1%	
5930	PostageDelivery	-	-	-	2,713	2,713	2,713	-	-	2,713	2,713		0%	
5940	Technology	-	-	-	-	-	-	-	-	-	-		-	
SUBTOTAL - Services & Operations				11,950	19,549	31,499	797,040	803,430	803,430	6,390	-	771,931	771,931	4%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date			Annual Budget							
MSA 4						Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
			Jul Actuals	Aug Actuals	Actual YTD								
Capital Outlay & Depreciation													
6100	Site Imp (Pre-Capitalization)	-	-	-	-	-	-	-	-	-	-	-	-
6400	EquipFixed	-	-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation	-	-	-	19,312	19,312	19,312	-	-	19,312	19,312		0%
SUBTOTAL - Cap Outlay & Depreciation			-	-	-	19,312	19,312	19,312	-	-	19,312	19,312	0%
Other Outflows													
7299	Encroachment	-	1,585	1,585	26,365	0	0	(26,365)	-	(1,585)	(1,585)		-
7438	InterestExpense	-	-	-	-	-	-	-	-	-	-		-
SUBTOTAL - Other Outflows			-	1,585	1,585	26,365	0	0	(26,365)	-	(1,585)	(1,585)	-
TOTAL EXPENSES			55,071	144,301	199,372	2,360,563	2,391,904	2,391,904	31,340	-	2,192,532	2,192,532	49%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget						
MSA 5							Adopted			Adopted	Revised		Actuals
	Jul Actuals	Aug Actuals	Actual YTD	Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	as % of Current Forecast		
SUMMARY													
Revenue													
LCFF Entitlement	28,614	123,047	151,662	2,431,167	2,431,167	2,431,167	-	-	2,279,505	2,279,505	6%		
Federal Revenue	-	-	-	156,069	156,069	156,069	-	-	156,069	156,069	0%		
Other State Revenues	6,191	-	6,191	263,878	263,878	263,878	-	-	257,687	257,687	2%		
Other Local Revenues (incl. suspense)	2,458	(1,219)	1,238	1,000	1,000	1,000	-	-	(238)	(238)	124%		
Total Revenue	37,263	121,828	159,091	2,852,114	2,852,114	2,852,114	-	-	2,693,023	2,693,023	6%		
Expenses													
Certificated Salaries	43,901	92,783	136,684	1,171,673	1,240,673	1,240,673	69,000	-	1,103,989	1,103,989	11%		
Classified Salaries	16,335	357	16,693	157,231	157,231	157,231	-	-	140,539	140,539	11%		
Benefits	12,463	47,959	60,422	495,114	495,114	495,114	-	-	434,692	434,692	12%		
Books and Supplies	-	3,644	3,644	238,640	239,390	239,390	750	-	235,747	235,747	2%		
Services and Other Operating Expenditures	14,397	10,376	24,773	697,742	670,990	670,990	(26,752)	-	646,217	646,217	4%		
Depreciation	-	-	-	17,579	17,579	17,579	-	-	17,579	17,579	0%		
Other Outflows	-	-	-	42,998	-	-	(42,998)	-	-	-	-		
Total Expenses	87,096	155,119	242,215	2,820,978	2,820,978	2,820,978	0	-	2,578,763	2,578,763	9%		
Operating Income				(83,124)	31,136	31,136	31,136	(0)	-	114,260	114,260	-267%	
Fund Balance													
Beginning Balance (Unaudited)				1,935,360	1,935,360	1,935,360							
Audit Adjustment				-	-	-							
Beginning Balance (Audited)				1,935,360	1,935,360	1,935,360							
Operating Income				31,136	31,136	31,136							
Ending Fund Balance				1,966,496	1,966,496	1,966,496							

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 5	Jul Actuals	Aug Actuals	Actual YTD	Adopted			Adopted	Revised			Actuals
				(July 1)	Revised	Current	Budget vs.	Budget vs.	Revised	Current	as % of
				Budget	Budget	Forecast	Current	Current	Budget	Forecast	Current
							Forecast	Forecast	Remaining	Remaining	Forecast

REVENUE DETAIL**LCFF Entitlement**

8011	State Aid	-	65,819	65,819	1,648,493	1,648,493	1,648,493	-	-	1,582,674	1,582,674	4%
8012	EPA Entitlement	-	-	-	282,755	282,755	282,755	-	-	282,755	282,755	0%
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-
8096	InLieuPropTaxes	28,614	57,228	85,843	499,919	499,919	499,919	-	-	414,076	414,076	17%
SUBTOTAL - LCFF Entitlement		28,614	123,047	151,662	2,431,167	2,431,167	2,431,167	-	-	2,279,505	2,279,505	6%

Federal Revenue

8181	SpEd - Revenue	-	-	-	26,250	26,250	26,250	-	-	26,250	26,250	0%
8220	SchLunchFederal	-	-	-	-	-	-	-	-	-	-	-
8290	All Other Federal Revenue	-	-	-	129,819	129,819	129,819	-	-	129,819	129,819	0%
SUBTOTAL - Federal Revenue		-	-	-	156,069	156,069	156,069	-	-	156,069	156,069	0%

Other State Revenue

8311	SpEd Revenue	-	-	-	118,285	118,285	118,285	-	-	118,285	118,285	0%
8520	SchoolNtrState	-	-	-	-	-	-	-	-	-	-	-
8550	MandCstReimburs	-	-	-	72,149	72,149	72,149	-	-	72,149	72,149	0%
8560	StateLotteryRev	-	-	-	43,960	43,960	43,960	-	-	43,960	43,960	0%
8590	AllOthStateRev	6,191	-	6,191	29,484	29,484	29,484	-	-	23,293	23,293	21%
SUBTOTAL - Other State Revenue		6,191	-	6,191	263,878	263,878	263,878	-	-	257,687	257,687	2%

Local Revenue

8634	StudentLunchFee	-	-	-	-	-	-	-	-	-	-	-
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	2,458	(2,351)	107	-	-	-	-	-	(107)	(107)	-
8699	Other Revenue	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%
8791	SpEd Revenue (Local)	-	1,131	1,131	-	-	-	-	-	(1,131)	(1,131)	-
8999	Revenues-Susp	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Local Revenue		2,458	(1,219)	1,238	1,000	1,000	1,000	-	-	(238)	(238)	124%

TOTAL REVENUE

37,263	121,828	159,091	2,852,114	2,852,114	2,852,114	-	-	2,693,023	2,693,023	6%
---------------	----------------	----------------	------------------	------------------	------------------	----------	----------	------------------	------------------	-----------

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 5				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	22,511	77,393	99,904	982,993	1,051,993	1,051,993	69,000	-	952,089	952,089	9%		
1300	Cert Adminis	21,390	15,390	36,780	188,680	188,680	188,680	-	-	151,900	151,900	19%		
SUBTOTAL - Certificated Salaries		43,901	92,783	136,684	1,171,673	1,240,673	1,240,673	69,000	-	1,103,989	1,103,989	11%		
Classified Salaries														
2400	Clerical & Tech	11,197	(10,286)	911	86,990	86,990	86,990	-	-	86,079	86,079	1%		
2900	OtherClassStaff	5,138	10,644	15,782	70,241	70,241	70,241	-	-	54,460	54,460	22%		
SUBTOTAL - Classified Salaries		16,335	357	16,693	157,231	157,231	157,231	-	-	140,539	140,539	11%		
Employee Benefits														
3101	STRS	4,234	15,081	19,315	180,567	180,567	180,567	-	-	161,252	161,252	11%		
3202	PERS	2,864	3,519	6,383	28,226	28,226	28,226	-	-	21,843	21,843	23%		
3301	OASDI/Med	1,885	3,110	4,995	32,895	32,895	32,895	-	-	27,900	27,900	15%		
3401	HlthWelfare	1,013	25,283	26,297	237,664	237,664	237,664	-	-	211,367	211,367	11%		
3501	UnemployIns	-	144	144	799	799	799	-	-	655	655	18%		
3601	WorkersCmp	2,467	822	3,289	14,963	14,963	14,963	-	-	11,674	11,674	22%		
3901	OthBenes	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Employee Benefits		12,463	47,959	60,422	495,114	495,114	495,114	-	-	434,692	434,692	12%		
Books & Supplies														
4100	Text&CoreCurric	-	-	-	20,000	30,000	30,000	10,000	-	30,000	30,000	0%		
4200	BooksOthRefMats	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
4310	Ins Mats & Sups	-	-	-	13,446	13,446	13,446	-	-	13,446	13,446	0%		
4315	OthrSupplies	-	-	-	-	-	-	-	-	-	-	-		
4320	Office Supplies	-	60	60	12,500	12,500	12,500	-	-	12,440	12,440	0%		
4325	ProfDevMat&Sups	-	-	-	-	-	-	-	-	-	-	-		
4326	Arts&MusicSupps	-	-	-	-	-	-	-	-	-	-	-		
4335	PE Supplies	-	-	-	-	-	-	-	-	-	-	-		
4340	Educat Software	-	750	750	43,865	44,615	44,615	750	-	43,865	43,865	2%		
4345	NonInstStdntSup	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%		
4346	TeacherSupplies	-	-	-	-	-	-	-	-	-	-	-		
4350	Cust. Supplies	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%		
4400	NonCapEquip-Gen	-	-	-	11,329	11,329	11,329	-	-	11,329	11,329	0%		
4430	OfficeFurnEqp<5k	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
4440	Computers <\$5k	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
4710	Food	-	-	-	115,000	105,000	105,000	(10,000)	-	105,000	105,000	0%		
4720	Food:Other Food	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%		
4999	Misc Exp-Suspense	-	2,834	2,834	-	-	-	-	-	(2,834)	(2,834)	-		
SUBTOTAL - Books and Supplies		-	3,644	3,644	238,640	239,390	239,390	750	-	235,747	235,747	2%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date		Annual Budget								
MSA 5				Jul Actuals Aug Actuals		Actual YTD	Adopted			Adopted	Revised	Revised	Current	Actuals
							Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast			
Services & Other Operating Expenses														
5101	CMO Fees	8,604	8,604	17,209	103,253	103,253	103,253	-	-	86,044	86,044	17%		
5205	Conference Fees	678	-	678	2,000	2,000	2,000	-	-	1,322	1,322	34%		
5210	MilesParkTolls	-	-	-	-	-	-	-	-	-	-	-		
5215	TravConferences	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%		
5220	TraLodging	-	-	-	-	-	-	-	-	-	-	-		
5300	DuesMemberships	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
5450	Other Insurance	1,607	536	2,143	11,836	11,836	11,836	-	-	9,693	9,693	18%		
5500	OpsHousekeeping	-	-	-	515	515	515	-	-	515	515	0%		
5510	Gas & Electric	-	-	-	-	-	-	-	-	-	-	-		
5610	Rent & Leases	789	-	789	185,000	185,000	185,000	-	-	184,211	184,211	0%		
5620	EquipmentLeases	398	366	764	18,432	18,432	18,432	-	-	17,668	17,668	4%		
5630	Reps&MaintBldng	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
5800	ProfessServices	-	-	-	121,071	12,728	12,728	(108,343)	-	12,728	12,728	0%		
5810	Legal	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
5813	SchPrgAftSchool	-	-	-	29,484	29,484	29,484	-	-	29,484	29,484	0%		
5814	SchPrgAcadComps	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
5819	SchlProgs-Other	-	-	-	3,600	3,600	3,600	-	-	3,600	3,600	0%		
5820	Audit & CPA	-	-	-	8,334	8,334	8,334	-	-	8,334	8,334	0%		
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-		
5835	Field Trips	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtdRecrt	-	-	-	7,500	7,500	7,500	-	-	7,500	7,500	0%		
5850	Oversight Fees	-	-	-	24,292	24,292	24,292	-	-	24,292	24,292	0%		
5857	Payroll Fees	-	-	-	10,038	10,038	10,038	-	-	10,038	10,038	0%		
5860	Service Fees	1,864	-	1,864	612	612	612	-	-	(1,252)	(1,252)	305%		
5863	Prof Developmnt	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
5864	Prof Dev-Other	-	-	-	20,085	20,085	20,085	-	-	20,085	20,085	0%		
5869	SpEd Ctrct Inst	-	-	-	-	38,593	38,593	38,593	-	38,593	38,593	0%		
5872	SpEd Fees	-	-	-	-	42,998	42,998	42,998	-	42,998	42,998	0%		
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-	-		
5884	Substitutes	-	141	141	20,686	20,686	20,686	-	-	20,545	20,545	1%		
5890	OthSvcsNon-Inst	-	-	-	24,720	24,720	24,720	-	-	24,720	24,720	0%		
5900	Communications	-	-	-	4,323	4,323	4,323	-	-	4,323	4,323	0%		
5920	TelecomInternet	457	426	883	53,079	53,079	53,079	-	-	52,196	52,196	2%		
5930	PostageDelivery	-	302	302	2,882	2,882	2,882	-	-	2,581	2,581	10%		
5940	Technology	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Services & Operations				14,397	10,376	24,773	697,742	670,990	670,990	(26,752)	-	646,217	646,217	4%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 5				Jul Actuals Aug Actuals		Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
Capital Outlay & Depreciation														
6100	Site Imp (Pre-Capitalization)			-	-	-	-	-	-	-	-	-	-	-
6400	EquipFixed			-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation			-	-	-	17,579	17,579	17,579	-	-	17,579	17,579	0%
SUBTOTAL - Cap Outlay & Depreciation				-	-	-	17,579	17,579	17,579	-	-	17,579	17,579	0%
Other Outflows														
7299	Encroachment			-	-	-	42,998	-	-	(42,998)	-	-	-	-
7438	InterestExpense			-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows				-	-	-	42,998	-	-	(42,998)	-	-	-	-
TOTAL EXPENSES						87,096	155,119	242,215	2,820,978	2,820,978	2,820,978	0	-	2,578,763 2,578,763 39%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 6							Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast			
	Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast								
SUMMARY														
Revenue														
LCFF Entitlement				22,456	92,814	115,270	1,464,746	1,464,746	1,464,746	-	-	1,349,476	1,349,476	8%
Federal Revenue				17,623	4,393	22,016	166,466	166,466	166,466	-	-	144,450	144,450	13%
Other State Revenues				5,477	10,955	16,432	249,668	249,668	249,668	-	-	233,236	233,236	7%
Other Local Revenues (incl. suspense)				-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%
Total Revenue				45,557	108,161	153,718	1,895,880	1,895,880	1,895,880	-	-	1,742,162	1,742,162	8%
Expenses														
Certificated Salaries				37,902	59,182	97,084	723,179	723,179	723,179	-	-	626,095	626,095	13%
Classified Salaries				3,601	8,533	12,134	111,000	111,000	111,000	-	-	98,866	98,866	11%
Benefits				5,601	25,830	31,431	341,933	341,933	341,933	-	-	310,502	310,502	9%
Books and Supplies				1,520	8,631	10,151	149,590	149,965	149,965	375	-	139,814	139,814	7%
Services and Other Operating Expenditures				8,918	35,993	44,910	473,140	495,455	495,455	22,315	-	450,545	450,545	9%
Depreciation				-	-	-	16,557	16,557	16,557	-	-	16,557	16,557	0%
Other Outflows				-	1,465	1,465	22,690	-	-	(22,690)	-	(1,465)	(1,465)	-
Total Expenses				57,542	139,634	197,175	1,838,089	1,838,089	1,838,089	-	-	1,640,914	1,640,914	11%
Operating Income						(43,457)	57,791	57,791	57,791	-	-	101,248	101,248	-75%
Fund Balance														
Beginning Balance (Unaudited)							1,603,901	1,603,901	1,603,901					
Audit Adjustment							-	-	-					
Beginning Balance (Audited)							1,603,901	1,603,901	1,603,901					
Operating Income							57,791	57,791	57,791					
Ending Fund Balance							1,661,692	1,661,692	1,661,692					

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 6	Jul Actuals	Aug Actuals	Actual YTD	Adopted			Adopted	Revised			Actuals
				(July 1)	Revised	Current	Budget vs.	Budget vs.	Revised	Current	as % of
				Budget	Budget	Forecast	Current	Current	Budget	Forecast	Current
							Forecast	Forecast	Remaining	Remaining	Forecast

REVENUE DETAIL**LCFF Entitlement**

8011	State Aid	-	47,902	47,902	963,048	963,048	963,048	-	-	915,146	915,146	5%
8012	EPA Entitlement	-	-	-	175,782	175,782	175,782	-	-	175,782	175,782	0%
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-
8096	InLieuPropTaxes	22,456	44,912	67,368	325,916	325,916	325,916	-	-	258,548	258,548	21%
SUBTOTAL - LCFF Entitlement		22,456	92,814	115,270	1,464,746	1,464,746	1,464,746	-	-	1,349,476	1,349,476	8%

Federal Revenue

8181	SpEd - Revenue	1,847	3,693	5,540	28,921	28,921	28,921	-	-	23,381	23,381	19%
8220	SchLunchFederal	15,777	699	16,476	50,307	50,307	50,307	-	-	33,831	33,831	33%
8290	All Other Federal Revenue	-	-	-	87,238	87,238	87,238	-	-	87,238	87,238	0%
SUBTOTAL - Federal Revenue		17,623	4,393	22,016	166,466	166,466	166,466	-	-	144,450	144,450	13%

Other State Revenue

8311	SpEd Revenue	5,477	10,955	16,432	84,525	84,525	84,525	-	-	68,093	68,093	19%
8520	SchoolNtrState	-	-	-	3,800	3,800	3,800	-	-	3,800	3,800	0%
8550	MandCstReimburs	-	-	-	55,735	55,735	55,735	-	-	55,735	55,735	0%
8560	StateLotteryRev	-	-	-	28,658	28,658	28,658	-	-	28,658	28,658	0%
8590	AllOthStateRev	-	-	-	76,950	76,950	76,950	-	-	76,950	76,950	0%
SUBTOTAL - Other State Revenue		5,477	10,955	16,432	249,668	249,668	249,668	-	-	233,236	233,236	7%

Local Revenue

8634	StudentLunchFee	-	-	-	-	-	-	-	-	-	-	-
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-
8699	Other Revenue	-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-	-
8999	Revenues-Susp	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Local Revenue		-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%

TOTAL REVENUE

45,557	108,161	153,718	1,895,880	1,895,880	1,895,880	-	-	1,742,162	1,742,162	8%
---------------	----------------	----------------	------------------	------------------	------------------	---	---	------------------	------------------	-----------

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 6				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	20,000	45,280	65,280	550,355	550,355	550,355	-	-	485,075	485,075	12%		
1300	Cert Adminis	17,902	13,902	31,804	172,824	172,824	172,824	-	-	141,020	141,020	18%		
SUBTOTAL - Certificated Salaries		37,902	59,182	97,084	723,179	723,179	723,179	-	-	626,095	626,095	13%		
Classified Salaries														
2400	Clerical & Tech	3,244	4,166	7,411	45,000	45,000	45,000	-	-	37,589	37,589	16%		
2900	OtherClassStaff	356	4,367	4,723	66,000	66,000	66,000	-	-	61,277	61,277	7%		
SUBTOTAL - Classified Salaries		3,601	8,533	12,134	111,000	111,000	111,000	-	-	98,866	98,866	11%		
Employee Benefits														
3101	STRS	1,926	9,635	11,561	110,560	110,560	110,560	-	-	98,999	98,999	10%		
3202	PERS	650	1,505	2,155	20,049	20,049	20,049	-	-	17,894	17,894	11%		
3301	OASDI/Med	823	1,507	2,330	21,709	21,709	21,709	-	-	19,380	19,380	11%		
3401	HlthWelfare	-	12,349	12,349	173,809	173,809	173,809	-	-	161,460	161,460	7%		
3501	UnemployIns	-	101	101	500	500	500	-	-	399	399	20%		
3601	WorkersCmp	2,202	734	2,936	9,393	9,393	9,393	-	-	6,457	6,457	31%		
3901	OthBenes	-	-	-	5,913	5,913	5,913	-	-	5,913	5,913	0%		
SUBTOTAL - Employee Benefits		5,601	25,830	31,431	341,933	341,933	341,933	-	-	310,502	310,502	9%		
Books & Supplies														
4100	Text&CoreCurric	-	-	-	25,750	25,750	25,750	-	-	25,750	25,750	0%		
4200	BooksOthRefMats	-	-	-	1,061	1,061	1,061	-	-	1,061	1,061	0%		
4310	Ins Mats & Sups	-	-	-	7,185	7,185	7,185	-	-	7,185	7,185	0%		
4320	Office Supplies	-	173	173	10,000	10,000	10,000	-	-	9,827	9,827	2%		
4335	PE Supplies	-	-	-	1,500	1,500	1,500	-	-	1,500	1,500	0%		
4340	Educat Software	-	375	375	21,916	22,291	22,291	375	-	21,916	21,916	2%		
4345	NonInstStdntSup	-	-	-	2,652	2,652	2,652	-	-	2,652	2,652	0%		
4346	TeacherSupplies	-	-	-	1,132	1,132	1,132	-	-	1,132	1,132	0%		
4351	Yearbook	-	-	-	1,500	1,500	1,500	-	-	1,500	1,500	0%		
4390	Uniforms	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%		
4400	NonCapEquip-Gen	-	-	-	-	-	-	-	-	-	-	-		
4430	OfficeFurnEqp<5k	-	-	-	2,500	2,500	2,500	-	-	2,500	2,500	0%		
4440	Computers <\$5k	-	-	-	4,000	4,000	4,000	-	-	4,000	4,000	0%		
4710	Food	-	-	-	65,803	65,803	65,803	-	-	65,803	65,803	0%		
4720	Food:Other Food	-	-	-	1,591	1,591	1,591	-	-	1,591	1,591	0%		
4999	Misc Exp-Suspense	1,520	8,083	9,603	-	-	-	-	-	(9,603)	(9,603)	-		
SUBTOTAL - Books and Supplies		1,520	8,631	10,151	149,590	149,965	149,965	375	-	139,814	139,814	7%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget								
MSA 6			Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
						Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
Services & Other Operating Expenses													
5101	CMO Fees	3,871	3,871	7,742	46,452	46,452	46,452	-	-	38,710	38,710	17%	
5205	Conference Fees	-	-	-	-	-	-	-	-	-	-	-	
5210	MilesParkTolls	-	-	-	1,545	1,545	1,545	-	-	1,545	1,545	0%	
5215	TravConferences	-	-	-	561	561	561	-	-	561	561	0%	
5220	TraLodging	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%	
5300	DuesMemberships	-	970	970	1,937	1,937	1,937	-	-	967	967	50%	
5450	Other Insurance	1,553	518	2,071	10,771	10,771	10,771	-	-	8,700	8,700	19%	
5500	OpsHousekeeping	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%	
5510	Gas & Electric	317	57	374	7,931	7,931	7,931	-	-	7,557	7,557	5%	
5610	Rent & Leases	-	19,000	19,000	114,000	114,000	114,000	-	-	95,000	95,000	17%	
5620	EquipmentLeases	-	-	-	5,092	5,092	5,092	-	-	5,092	5,092	0%	
5630	Reps&MaintBldng	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%	
5800	ProfessServices	-	6,825	6,825	86,753	50,703	50,703	(36,050)	-	43,878	43,878	13%	
5810	Legal	-	-	-	20,000	20,000	20,000	-	-	20,000	20,000	0%	
5813	SchPrgAftSchool	-	-	-	3,000	3,000	3,000	-	-	3,000	3,000	0%	
5814	SchPrgAcadComps	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%	
5819	SchlProgs-Other	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%	
5820	Audit & CPA	-	875	875	4,774	4,774	4,774	-	-	3,899	3,899	18%	
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-	
5835	Field Trips	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%	
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-	
5840	MarkngStdtdRecrt	-	-	-	18,000	18,000	18,000	-	-	18,000	18,000	0%	
5850	Oversight Fees	870	1,480	2,349	15,756	15,756	15,756	-	-	13,407	13,407	15%	
5857	Payroll Fees	-	-	-	10,844	10,844	10,844	-	-	10,844	10,844	0%	
5860	Service Fees	-	-	-	530	530	530	-	-	530	530	0%	
5863	Prof Developmnt	-	-	-	2,000	2,000	2,000	-	-	2,000	2,000	0%	
5864	Prof Dev-Other	-	-	-	23,000	23,000	23,000	-	-	23,000	23,000	0%	
5869	SpEd Ctrct Inst	-	-	-	-	35,675	35,675	35,675	-	35,675	35,675	0%	
5872	SpEd Fees	1,465	-	1,465	-	22,690	22,690	22,690	-	21,225	21,225	6%	
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-	-	
5884	Substitutes	-	1,614	1,614	16,000	16,000	16,000	-	-	14,386	14,386	10%	
5890	OthSvcsNon-Inst	-	-	-	10,943	10,943	10,943	-	-	10,943	10,943	0%	
5900	Communications	-	-	-	3,090	3,090	3,090	-	-	3,090	3,090	0%	
5920	TelecomInternet	842	784	1,626	39,161	39,161	39,161	-	-	37,535	37,535	4%	
5930	PostageDelivery	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%	
5940	Technology	-	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL - Services & Operations		8,918	35,993	44,910	473,140	495,455	495,455	22,315	-	450,545	450,545	9%	

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 6			Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Actuals
						(July 1)	Budget	Forecast	Budget vs.	Budget vs.	as % of
						Budget	Budget	Forecast	Current	Current	Current
									Forecast	Forecast	Forecast
									Remaining	Remaining	Forecast
Capital Outlay & Depreciation											
6100	Site Imp (Pre-Capitalization)		-	-	-	-	-	-	-	-	-
6400	EquipFixed		-	-	-	-	-	-	-	-	-
6900	Depreciation		-	-	-	16,557	16,557	16,557	-	16,557	0%
SUBTOTAL - Cap Outlay & Dep.			-	-	-	16,557	16,557	16,557	-	16,557	0%
Other Outflows											
7299	Encroachment		-	1,465	1,465	22,690	-	-	(22,690)	-	-
7438	InterestExpense		-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows			-	1,465	1,465	22,690	-	-	(22,690)	-	-
TOTAL EXPENSES			57,542	139,634	197,175	1,838,089	1,838,089	1,838,089	-	-	49%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget					
MSA 7	Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals	
				(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast	
SUMMARY												
Revenue												
LCFF Entitlement	39,774	163,536	203,310	2,757,763	2,757,763	2,757,763	-	-	2,554,453	2,554,453	7%	
Federal Revenue	28,230	6,541	34,771	249,020	249,020	249,020	-	-	214,249	214,249	14%	
Other State Revenues	9,702	19,403	29,105	672,875	672,875	672,875	-	-	643,770	643,770	4%	
Other Local Revenues (incl. suspense)	1,671	668	2,339	27,052	27,052	27,052	-	-	24,713	24,713	9%	
Total Revenue	79,376	190,148	269,525	3,706,710	3,706,710	3,706,710	-	-	3,437,185	3,437,185	7%	
Expenses												
Certificated Salaries	78,995	91,319	170,315	1,135,377	1,135,377	1,135,377	-	-	965,062	965,062	15%	
Classified Salaries	16,649	19,588	36,237	269,611	289,636	289,636	20,025	-	253,399	253,399	13%	
Benefits	14,223	47,944	62,167	473,427	483,402	483,402	9,975	-	421,235	421,235	13%	
Books and Supplies	-	4,860	4,860	227,293	234,958	234,958	7,665	-	230,098	230,098	2%	
Services and Other Operating Expenditures	78,255	85,356	163,611	1,442,279	1,467,891	1,467,891	25,612	-	1,304,281	1,304,281	11%	
Depreciation	-	-	-	15,987	28,975	28,975	12,988	-	28,975	28,975	0%	
Other Outflows	-	2,594	2,594	42,987	-	-	(42,987)	-	(2,594)	(2,594)	-	
Total Expenses	188,123	251,661	439,784	3,606,961	3,640,239	3,640,239	33,278	-	3,200,455	3,200,455	12%	
Operating Income			(170,259)	99,749	66,471	66,471	(33,278)	-	236,730	236,730	-256%	
Fund Balance												
Beginning Balance (Unaudited)				1,498,195	1,498,195	1,498,195						
Audit Adjustment				-	-	-						
Beginning Balance (Audited)				1,498,195	1,498,195	1,498,195						
Operating Income				99,749	66,471	66,471						
Ending Fund Balance				1,597,944	1,564,666	1,564,666						

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 7	Jul Actuals	Aug Actuals	Actual YTD	Adopted			Adopted	Revised			Actuals
				(July 1)	Revised	Current	Budget vs.	Budget vs.	Revised	Current	as % of
				Budget	Budget	Forecast	Current	Current	Budget	Forecast	Current
							Forecast	Forecast	Remaining	Remaining	Forecast

REVENUE DETAIL**LCFF Entitlement**

8011	State Aid	-	83,987	83,987	1,817,619	1,817,619	1,817,619	-	-	1,733,632	1,733,632	5%
8012	EPA Entitlement	-	-	-	322,659	322,659	322,659	-	-	322,659	322,659	0%
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-
8096	InLieuPropTaxes	39,774	79,549	119,323	617,485	617,485	617,485	-	-	498,162	498,162	19%
SUBTOTAL - LCFF Entitlement		39,774	163,536	203,310	2,757,763	2,757,763	2,757,763	-	-	2,554,453	2,554,453	7%

Federal Revenue

8181	SpEd - Revenue	3,271	6,541	9,812	54,794	54,794	54,794	-	-	44,982	44,982	18%
8220	SchLunchFederal	24,959	-	24,959	80,273	80,273	80,273	-	-	55,314	55,314	31%
8290	All Other Federal Revenue	-	-	-	113,953	113,953	113,953	-	-	113,953	113,953	0%
SUBTOTAL - Federal Revenue		28,230	6,541	34,771	249,020	249,020	249,020	-	-	214,249	214,249	14%

Other State Revenue

8311	SpEd Revenue	9,702	19,403	29,105	160,141	160,141	160,141	-	-	131,036	131,036	18%
8520	SchoolNtrState	-	-	-	6,152	6,152	6,152	-	-	6,152	6,152	0%
8550	MandCstReimburs	-	-	-	98,718	98,718	98,718	-	-	98,718	98,718	0%
8560	StateLotteryRev	-	-	-	54,298	54,298	54,298	-	-	54,298	54,298	0%
8590	AllOthStateRev	-	-	-	353,566	353,566	353,566	-	-	353,566	353,566	0%
SUBTOTAL - Other State Revenue		9,702	19,403	29,105	672,875	672,875	672,875	-	-	643,770	643,770	4%

Local Revenue

8634	StudentLunchFee	-	22	22	10,560	10,560	10,560	-	-	10,538	10,538	0%
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-
8699	Other Revenue	90	646	736	16,492	16,492	16,492	-	-	15,756	15,756	4%
8791	SpEd Revenue (Local)	1,581	-	1,581	-	-	-	-	-	(1,581)	(1,581)	-
8999	Revenues-Susp	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Local Revenue		1,671	668	2,339	27,052	27,052	27,052	-	-	24,713	24,713	9%

TOTAL REVENUE

79,376	190,148	269,525	3,706,710	3,706,710	3,706,710	-	-	3,437,185	3,437,185	7%
---------------	----------------	----------------	------------------	------------------	------------------	---	---	------------------	------------------	-----------

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 7				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted	Revised	Revised Budget Remaining	Current Forecast Remaining	Actuals
										Budget vs. Current Forecast	Budget vs. Current Forecast			as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	50,150	76,481	126,631	951,321	951,321	951,321	-	-	824,689	824,689	13%		
1300	Cert Adminis	28,845	14,838	43,683	184,056	184,056	184,056	-	-	140,373	140,373	24%		
SUBTOTAL - Certificated Salaries				78,995	91,319	170,315	1,135,377	1,135,377	1,135,377	-	-	965,062	965,062	15%
Classified Salaries														
2400	Clerical & Tech	8,368	10,211	18,579	83,167	83,167	83,167	-	-	64,588	64,588	22%		
2900	OtherClassStaff	8,281	9,377	17,658	186,444	206,469	206,469	20,025	-	188,811	188,811	9%		
SUBTOTAL - Classified Salaries				16,649	19,588	36,237	269,611	289,636	289,636	20,025	-	253,399	253,399	13%
Employee Benefits														
3101	STRS	6,689	15,177	21,867	170,885	170,885	170,885	-	-	149,018	149,018	13%		
3202	PERS	1,523	3,386	4,909	48,036	55,030	55,030	6,994	-	50,121	50,121	9%		
3301	OASDI/Med	2,417	2,814	5,231	42,403	45,364	45,364	2,961	-	40,133	40,133	12%		
3401	HlthWelfare	-	25,203	25,203	195,412	195,412	195,412	-	-	170,209	170,209	13%		
3501	UnemployIns	-	166	166	872	892	892	20	-	726	726	19%		
3601	WorkersCmp	3,594	1,198	4,792	15,820	15,820	15,820	-	-	11,028	11,028	30%		
3901	OthBenes	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Employee Benefits				14,223	47,944	62,167	473,427	483,402	483,402	9,975	-	421,235	421,235	13%
Books & Supplies														
4100	Text&CoreCurric	-	-	-	28,840	18,840	18,840	(10,000)	-	18,840	18,840	0%		
4200	BooksOthRefMats	-	-	-	1,030	1,030	1,030	-	-	1,030	1,030	0%		
4310	Ins Mats & Sups	-	-	-	6,369	39,647	39,647	33,278	-	39,647	39,647	0%		
4320	Office Supplies	-	-	-	12,000	9,000	9,000	(3,000)	-	9,000	9,000	0%		
4325	ProfDevMat&Sups	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%		
4326	Arts&MusicSups	-	-	-	3,090	3,090	3,090	-	-	3,090	3,090	0%		
4335	PE Supplies	-	-	-	2,060	2,060	2,060	-	-	2,060	2,060	0%		
4340	Educat Software	-	375	375	19,248	19,623	19,623	375	-	19,248	19,248	2%		
4345	NonInstStdntSup	-	-	-	1,545	1,545	1,545	-	-	1,545	1,545	0%		
4346	TeacherSupplies	-	-	-	2,472	2,472	2,472	-	-	2,472	2,472	0%		
4350	Cust. Supplies	-	-	-	8,240	8,240	8,240	-	-	8,240	8,240	0%		
4351	Yearbook	-	-	-	783	783	783	-	-	783	783	0%		
4400	NonCapEquip-Gen	-	-	-	10,300	10,300	10,300	-	-	10,300	10,300	0%		
4430	OfficeFurnEqp<5k	-	-	-	5,056	4,068	4,068	(988)	-	4,068	4,068	0%		
4440	Computers <\$5k	-	-	-	12,000	-	-	(12,000)	-	-	-	-		
4710	Food	-	-	-	108,016	108,016	108,016	-	-	108,016	108,016	0%		
4720	Food:Other Food	-	-	-	2,060	2,060	2,060	-	-	2,060	2,060	0%		
4999	Misc Exp-Suspense	-	4,485	4,485	-	-	-	-	-	(4,485)	(4,485)	-		
SUBTOTAL - Books and Supplies				-	4,860	4,860	227,293	234,958	234,958	7,665	-	230,098	230,098	2%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 7				Jul Actuals Aug Actuals		Actual YTD	Adopted			Adopted	Revised	Revised	Current	Actuals as % of
							Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast			
Services & Other Operating Expenses														
5101	CMO Fees	41,399	41,399	82,797	496,785	496,785	496,785	-	-	413,988	413,988	17%		
5205	Conference Fees	-	-	-	1,030	1,030	1,030	-	-	1,030	1,030	0%		
5210	MilesParkTolls	-	-	-	2,060	2,060	2,060	-	-	2,060	2,060	0%		
5215	TravConferences	-	-	-	-	-	-	-	-	-	-	-		
5220	TraLodging	-	-	-	1,310	1,310	1,310	-	-	1,310	1,310	0%		
5300	DuesMemberships	-	-	-	8,240	8,240	8,240	-	-	8,240	8,240	0%		
5450	Other Insurance	5,099	1,700	6,799	18,102	18,102	18,102	-	-	11,303	11,303	38%		
5500	OpsHousekeeping	-	300	300	10,300	10,300	10,300	-	-	10,000	10,000	3%		
5510	Gas & Electric	1,970	6,166	8,136	59,995	59,995	59,995	-	-	51,860	51,860	14%		
5610	Rent & Leases	23,390	23,390	46,779	281,134	281,134	281,134	-	-	234,355	234,355	17%		
5620	EquipmentLeases	370	603	973	8,652	8,652	8,652	-	-	7,679	7,679	11%		
5630	Reps&MaintBldng	-	7,351	7,351	11,330	11,330	11,330	-	-	3,979	3,979	65%		
5800	ProfessServices	-	-	-	159,113	31,360	31,360	(127,754)	-	31,360	31,360	0%		
5810	Legal	-	-	-	15,000	15,000	15,000	-	-	15,000	15,000	0%		
5813	SchPrgAftSchool	-	-	-	168,714	168,714	168,714	-	-	168,714	168,714	0%		
5814	SchPrgAcadComps	-	-	-	6,000	6,000	6,000	-	-	6,000	6,000	0%		
5819	SchlProgs-Other	-	-	-	4,120	4,120	4,120	-	-	4,120	4,120	0%		
5820	Audit & CPA	-	-	-	6,489	6,489	6,489	-	-	6,489	6,489	0%		
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-		
5835	Field Trips	-	-	-	8,240	8,240	8,240	-	-	8,240	8,240	0%		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtdRecrt	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
5850	Oversight Fees	1,540	2,755	4,295	27,578	27,578	27,578	-	-	23,283	23,283	16%		
5857	Payroll Fees	-	-	-	14,891	14,891	14,891	-	-	14,891	14,891	0%		
5860	Service Fees	-	-	-	2,963	2,963	2,963	-	-	2,963	2,963	0%		
5863	Prof Developmnt	-	315	315	7,900	7,900	7,900	-	-	7,585	7,585	4%		
5864	Prof Dev-Other	-	1,377	1,377	14,200	24,200	24,200	10,000	-	22,823	22,823	6%		
5869	SpEd Ctrct Inst	-	-	-	-	117,379	117,379	117,379	-	117,379	117,379	0%		
5872	SpEd Fees	2,594	-	2,594	-	42,987	42,987	42,987	-	40,393	40,393	6%		
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-	-		
5884	Substitutes	-	-	-	46,350	29,350	29,350	(17,000)	-	29,350	29,350	0%		
5890	OthSvcsNon-Inst	1,616	-	1,616	11,092	11,092	11,092	-	-	9,476	9,476	15%		
5900	Communications	-	-	-	4,120	4,120	4,120	-	-	4,120	4,120	0%		
5920	TelecomInternet	278	-	278	32,863	32,863	32,863	-	-	32,585	32,585	1%		
5930	PostageDelivery	-	-	-	3,708	3,708	3,708	-	-	3,708	3,708	0%		
5940	Technology	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Services & Operations				78,255	85,356	163,611	1,442,279	1,467,891	1,467,891	25,612	-	1,304,281	1,304,281	11%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 7			Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Actuals
						(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	as % of Current Forecast
Capital Outlay & Depreciation											
6100	Site Imp (Pre-Capitalization)		-	-	-	-	-	-	-	-	-
6400	EquipFixed		-	-	-	-	12,988	12,988	12,988	-	0%
6900	Depreciation		-	-	-	15,987	15,987	15,987	-	15,987	0%
SUBTOTAL - Cap Outlay & Depreciation			-	-	-	15,987	28,975	28,975	12,988	-	0%
Other Outflows											
7299	Encroachment		-	2,594	2,594	42,987	-	-	(42,987)	-	-
7438	InterestExpense		-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows			-	2,594	2,594	42,987	-	-	(42,987)	-	-
TOTAL EXPENSES			188,123	251,661	439,784	3,606,961	3,640,239	3,640,239	33,278	-	54%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 8							Adopted			Adopted	Revised	Revised	Current	Actuals
	Jul Actuals	Aug Actuals	Actual YTD	(July 1)	Revised	Current	Budget vs.	Budget vs.	Budget	Forecast	Forecast	Forecast	Forecast	as % of
SUMMARY														
Revenue														
LCFF Entitlement	68,456	289,065	357,521	4,837,159	4,837,159	4,837,159	-	-	4,479,638	4,479,638				7%
Federal Revenue	5,629	11,258	16,887	322,588	322,588	322,588	-	-	305,701	305,701				5%
Other State Revenues	16,698	33,395	50,093	667,832	667,832	667,832	-	-	617,739	617,739				8%
Other Local Revenues (incl. suspense)	973	1	973	4,000	4,000	4,000	-	-	3,027	3,027				24%
Total Revenue	91,756	333,719	425,475	5,831,579	5,831,579	5,831,579	-	-	5,406,104	5,406,104				7%
Expenses														
Certificated Salaries	90,436	127,473	217,909	1,867,308	1,903,508	1,903,508	36,200	-	1,685,599	1,685,599				11%
Classified Salaries	23,349	39,194	62,543	346,000	401,175	401,175	55,175	-	338,632	338,632				16%
Benefits	20,408	65,313	85,720	779,314	815,974	815,974	36,660	-	730,254	730,254				11%
Books and Supplies	11	20,350	20,361	429,408	443,787	443,787	14,379	-	423,426	423,426				5%
Services and Other Operating Expenditures	15,063	193,162	208,224	2,004,944	1,920,537	1,920,537	(84,407)	-	1,712,313	1,712,313				11%
Depreciation	-	-	-	87,817	111,817	111,817	24,000	-	111,817	111,817				0%
Other Outflows	-	4,465	4,465	72,628	-	-	(72,628)	-	(4,465)	(4,465)	-			
Total Expenses	149,267	449,957	599,223	5,587,420	5,596,799	5,596,799	9,379	-	4,997,576	4,997,576				11%
Operating Income			(173,748)	244,159	234,780	234,780	(9,379)	-	408,528	408,528				-74%
Fund Balance														
Beginning Balance (Unaudited)				4,083,717	4,083,717	4,083,717								
Audit Adjustment				-	-	-								
Beginning Balance (Audited)				4,083,717	4,083,717	4,083,717								
Operating Income				244,159	234,780	234,780								
Ending Fund Balance				4,327,876	4,318,497	4,318,497								

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 8	Jul Actuals	Aug Actuals	Actual YTD	Adopted			Adopted	Revised			Actuals
				(July 1)	Revised	Current	Budget vs.	Budget vs.	Revised	Current	as % of
				Budget	Budget	Forecast	Current	Current	Budget	Forecast	Current
							Forecast	Forecast	Remaining	Remaining	Forecast

REVENUE DETAIL**LCFF Entitlement**

8011	State Aid	-	152,152	152,152	3,233,832	3,233,832	3,233,832	-	-	3,081,680	3,081,680	5%
8012	EPA Entitlement	-	-	-	562,787	562,787	562,787	-	-	562,787	562,787	0%
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-
8096	InLieuPropTaxes	68,456	136,913	205,369	1,040,540	1,040,540	1,040,540	-	-	835,171	835,171	20%
SUBTOTAL - LCFF Entitlement		68,456	289,065	357,521	4,837,159	4,837,159	4,837,159	-	-	4,479,638	4,479,638	7%

Federal Revenue

8181	SpEd - Revenue	5,629	11,258	16,887	92,335	92,335	92,335	-	-	75,448	75,448	18%
8220	SchLunchFederal	-	-	-	-	-	-	-	-	-	-	-
8290	All Other Federal Revenue	-	-	-	230,253	230,253	230,253	-	-	230,253	230,253	0%
SUBTOTAL - Federal Revenue		5,629	11,258	16,887	322,588	322,588	322,588	-	-	305,701	305,701	5%

Other State Revenue

8311	SpEd Revenue	16,698	33,395	50,093	269,858	269,858	269,858	-	-	219,765	219,765	19%
8520	SchoolNtrState	-	-	-	-	-	-	-	-	-	-	-
8550	MandCstReimburs	-	-	-	169,906	169,906	169,906	-	-	169,906	169,906	0%
8560	StateLotteryRev	-	-	-	91,500	91,500	91,500	-	-	91,500	91,500	0%
8590	AllOthStateRev	-	-	-	136,568	136,568	136,568	-	-	136,568	136,568	0%
SUBTOTAL - Other State Revenue		16,698	33,395	50,093	667,832	667,832	667,832	-	-	617,739	617,739	8%

Local Revenue

8634	StudentLunchFee	-	-	-	-	-	-	-	-	-	-	-
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-
8699	Other Revenue	973	0	973	4,000	4,000	4,000	-	-	3,027	3,027	24%
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-	-
8999	Revenues-Susp	-	0	0	-	-	-	-	-	(0)	(0)	-
SUBTOTAL - Local Revenue		973	1	973	4,000	4,000	4,000	-	-	3,027	3,027	24%

TOTAL REVENUE

91,756	333,719	425,475	5,831,579	5,831,579	5,831,579	-	-	5,406,104	5,406,104	7%
---------------	----------------	----------------	------------------	------------------	------------------	---	---	------------------	------------------	-----------

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 8				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries	45,234	106,977	152,211	1,529,852	1,566,052	1,566,052	36,200	-	1,413,841	1,413,841	10%		
1300	Cert Adminis	45,202	20,496	65,698	337,456	337,456	337,456	-	-	271,758	271,758	19%		
SUBTOTAL - Certificated Salaries		90,436	127,473	217,909	1,867,308	1,903,508	1,903,508	36,200	-	1,685,599	1,685,599	11%		
Classified Salaries														
2400	Clerical & Tech	10,367	15,256	25,622	120,411	120,411	120,411	-	-	94,789	94,789	21%		
2900	OtherClassStaff	12,982	23,938	36,920	225,589	280,764	280,764	55,175	-	243,844	243,844	13%		
SUBTOTAL - Classified Salaries		23,349	39,194	62,543	346,000	401,175	401,175	55,175	-	338,632	338,632	16%		
Employee Benefits														
3101	STRS	7,359	20,630	27,988	278,507	284,400	284,400	5,893	-	256,411	256,411	10%		
3202	PERS	4,014	6,538	10,552	62,495	72,460	72,460	9,965	-	61,907	61,907	15%		
3301	OASDI/Med	3,086	4,808	7,894	63,253	67,997	67,997	4,744	-	60,103	60,103	12%		
3401	HlthWelfare	-	31,360	31,360	348,355	364,413	364,413	16,058	-	333,053	333,053	9%		
3501	UnemployIns	-	(6)	(6)	1,295	1,295	1,295	-	-	1,300	1,300	0%		
3601	WorkersCmp	5,949	1,983	7,932	24,922	24,922	24,922	-	-	16,990	16,990	32%		
3901	OthBenes	-	-	-	489	489	489	-	-	489	489	0%		
SUBTOTAL - Employee Benefits		20,408	65,313	85,720	779,314	815,974	815,974	36,660	-	730,254	730,254	11%		
Books & Supplies														
4100	Text&CoreCurric	-	9,826	9,826	51,500	51,500	51,500	-	-	41,674	41,674	19%		
4200	BooksOthRefMats	-	-	-	1,030	1,030	1,030	-	-	1,030	1,030	0%		
4310	Ins Mats & Sups	-	-	-	46,268	55,647	55,647	9,379	-	55,647	55,647	0%		
4320	Office Supplies	-	305	305	6,901	6,901	6,901	-	-	6,596	6,596	4%		
4326	Arts&MusicSupps	-	-	-	7,725	7,725	7,725	-	-	7,725	7,725	0%		
4335	PE Supplies	-	-	-	2,575	2,575	2,575	-	-	2,575	2,575	0%		
4340	Educat Software	-	4,608	4,608	51,974	51,974	51,974	-	-	47,366	47,366	9%		
4345	NonInstStdntSup	-	-	-	5,150	5,150	5,150	-	-	5,150	5,150	0%		
4346	TeacherSupplies	-	-	-	5,150	5,150	5,150	-	-	5,150	5,150	0%		
4351	Yearbook	-	-	-	1,545	1,545	1,545	-	-	1,545	1,545	0%		
4390	Uniforms	-	-	-	530	530	530	-	-	530	530	0%		
4400	NonCapEquip-Gen	-	-	-	11,330	11,330	11,330	-	-	11,330	11,330	0%		
4430	OfficeFurnEqp<5k	-	-	-	5,150	5,150	5,150	-	-	5,150	5,150	0%		
4440	Computers <\$5k	-	-	-	15,450	15,450	15,450	-	-	15,450	15,450	0%		
4710	Food	-	-	-	210,950	210,950	210,950	-	-	210,950	210,950	0%		
4720	Food:Other Food	-	-	-	5,150	10,150	10,150	5,000	-	10,150	10,150	0%		
4999	Misc Exp-Suspense	11	5,611	5,622	-	-	-	-	-	(5,622)	(5,622)	-		
SUBTOTAL - Books and Supplies		11	20,350	20,361	429,408	443,787	443,787	14,379	-	423,426	423,426	5%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA 8				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							Budget (July 1)	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
Services & Other Operating Expenses														
5101	CMO Fees	-	165,239	165,239	991,436	991,436	991,436	-	-	826,197	826,197	17%		
5205	Conference Fees	-	-	-	10,300	10,300	10,300	-	-	10,300	10,300	0%		
5210	MilesParkTolls	-	-	-	5,150	5,150	5,150	-	-	5,150	5,150	0%		
5215	TravConferences	-	-	-	-	-	-	-	-	-	-	-		
5220	TraLodging	-	-	-	10,300	10,300	10,300	-	-	10,300	10,300	0%		
5300	DuesMemberships	-	3,045	3,045	7,725	7,725	7,725	-	-	4,680	4,680	39%		
5450	Other Insurance	5,870	1,957	7,827	31,196	31,196	31,196	-	-	23,369	23,369	25%		
5500	OpsHousekeeping	37	37	73	36,050	36,050	36,050	-	-	35,977	35,977	0%		
5510	Gas & Electric	-	-	-	-	-	-	-	-	-	-	-		
5610	Rent & Leases	-	-	-	304,830	304,830	304,830	-	-	304,830	304,830	0%		
5620	EquipmentLeases	196	1,491	1,687	17,441	17,441	17,441	-	-	15,754	15,754	10%		
5630	Reps&MaintBldng	-	-	-	3,090	3,090	3,090	-	-	3,090	3,090	0%		
5800	ProfessServices	-	3,225	3,225	101,281	44,631	44,631	(56,650)	-	41,406	41,406	7%		
5810	Legal	-	-	-	13,390	13,390	13,390	-	-	13,390	13,390	0%		
5813	SchPrgAftSchool	-	2,250	2,250	136,568	3,533	3,533	(133,035)	-	1,283	1,283	64%		
5814	SchPrgAcadComps	-	-	-	618	618	618	-	-	618	618	0%		
5819	SchlProgs-Other	-	-	-	1,030	1,030	1,030	-	-	1,030	1,030	0%		
5820	Audit & CPA	-	-	-	15,914	15,914	15,914	-	-	15,914	15,914	0%		
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-		
5835	Field Trips	-	718	718	20,600	20,600	20,600	-	-	19,882	19,882	3%		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtdRecrt	-	-	-	8,240	8,240	8,240	-	-	8,240	8,240	0%		
5850	Oversight Fees	2,723	5,446	8,170	48,017	48,017	48,017	-	-	39,847	39,847	17%		
5857	Payroll Fees	-	-	-	17,741	17,741	17,741	-	-	17,741	17,741	0%		
5860	Service Fees	-	-	-	515	515	515	-	-	515	515	0%		
5863	Prof Developmnt	-	-	-	8,549	8,549	8,549	-	-	8,549	8,549	0%		
5864	Prof Dev-Other	-	-	-	43,000	43,000	43,000	-	-	43,000	43,000	0%		
5869	SpEd Ctrct Inst	-	-	-	-	56,650	56,650	56,650	-	56,650	56,650	0%		
5872	SpEd Fees	4,465	-	4,465	-	72,628	72,628	72,628	-	68,162	68,162	6%		
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-	-		
5884	Substitutes	-	8,502	8,502	69,059	69,059	69,059	-	-	60,557	60,557	12%		
5890	OthSvcsNon-Inst	1,772	-	1,772	13,390	13,390	13,390	-	-	11,618	11,618	13%		
5900	Communications	-	-	-	3,000	3,000	3,000	-	-	3,000	3,000	0%		
5920	TelecomInternet	-	-	-	74,154	50,154	50,154	(24,000)	-	50,154	50,154	0%		
5930	PostageDelivery	-	1,251	1,251	12,360	12,360	12,360	-	-	11,109	11,109	10%		
5940	Technology	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Services & Operations				15,063	193,162	208,224	2,004,944	1,920,537	1,920,537	(84,407)	-	1,712,313	1,712,313	11%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date		Annual Budget						
MSA 8			Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Actuals
						(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	as % of Current Forecast
Capital Outlay & Depreciation											
6100	Site Imp (Pre-Capitalization)		-	-	-	-	-	-	-	-	-
6400	EquipFixed		-	-	-	-	24,000	24,000	24,000	-	0%
6900	Depreciation		-	-	-	87,817	87,817	87,817	-	-	0%
SUBTOTAL - Cap Outlay & Depreciation			-	-	-	87,817	111,817	111,817	24,000	-	0%
Other Outflows											
7299	Encroachment		-	4,465	4,465	72,628	-	-	(72,628)	-	-
7438	InterestExpense		-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows			-	4,465	4,465	72,628	-	-	(72,628)	-	-
TOTAL EXPENSES			149,267	449,957	599,223	5,587,420	5,596,799	5,596,799	9,379	-	53%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SA				Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast			
	Jul Actuals	Aug Actuals	Actual YTD											
SUMMARY														
Revenue														
LCFF Entitlement				-	13,721	13,721	7,954,976	7,954,976	7,954,976	-	-	7,941,255	7,941,255	0%
Federal Revenue				-	-	-	680,678	680,678	680,678	-	-	680,678	680,678	0%
Other State Revenues				17,322	-	17,322	872,239	888,070	888,070	15,831	-	870,748	870,748	2%
Other Local Revenues (incl. suspense)				95,827	3,847	99,674	77,199	77,199	77,199	-	-	(22,475)	(22,475)	129%
Total Revenue				113,149	17,567	130,717	9,585,092	9,600,923	9,600,923	15,831	-	9,470,206	9,470,206	1%
Expenses														
Certificated Salaries				161,885	237,453	399,337	3,288,170	3,276,127	3,276,127	(12,043)	-	2,876,789	2,876,789	12%
Classified Salaries				42,260	69,536	111,796	697,489	709,532	709,532	12,043	-	597,737	597,737	16%
Benefits				35,166	133,866	169,032	1,385,003	1,385,003	1,385,003	-	-	1,215,971	1,215,971	12%
Books and Supplies				-	30,897	30,897	657,369	679,618	679,618	22,249	-	648,721	648,721	5%
Services and Other Operating Expenditures				11,222	316,685	327,907	2,156,391	2,192,226	2,192,226	35,836	-	1,864,320	1,864,320	15%
Depreciation				-	-	-	597,067	597,067	597,067	-	-	597,067	597,067	0%
Other Outflows				-	-	-	614,912	595,203	595,203	(19,709)	-	595,203	595,203	0%
Total Expenses				250,532	788,437	1,038,968	9,396,401	9,434,777	9,434,777	38,376	-	8,395,809	8,395,809	11%
Operating Income						(908,252)	188,691	166,146	166,146	(22,545)	-	1,074,397	1,074,397	-547%
Fund Balance														
Beginning Balance (Unaudited)							7,502,296	7,502,296	7,502,296					
Audit Adjustment							-	-	-					
Beginning Balance (Audited)							7,502,296	7,502,296	7,502,296					
Operating Income							188,691	166,146	166,146					
Ending Fund Balance							7,690,987	7,668,442	7,668,442					

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SA				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted	Revised	Revised	Current	Actuals
										Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
REVENUE DETAIL														
LCFF Entitlement														
8011	State Aid	-	-	-	5,887,539	5,887,539	5,887,539	-	-	5,887,539	5,887,539	0%		
8012	EPA Entitlement	-	-	-	148,032	148,032	148,032	-	-	148,032	148,032	0%		
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-		
8096	InLieuPropTaxes	-	13,721	13,721	1,919,405	1,919,405	1,919,405	-	-	1,905,684	1,905,684	1%		
SUBTOTAL - LCFF Entitlement				-	13,721	13,721	7,954,976	7,954,976	7,954,976	-	-	7,941,255	7,941,255	0%
Federal Revenue														
8181	SpEd - Revenue	-	-	-	92,000	92,000	92,000	-	-	92,000	92,000	0%		
8220	SchLunchFederal	-	-	-	276,286	276,286	276,286	-	-	276,286	276,286	0%		
8290	All Other Federal Revenue	-	-	-	312,392	312,392	312,392	-	-	312,392	312,392	0%		
SUBTOTAL - Federal Revenue				-	-	-	680,678	680,678	680,678	-	-	680,678	680,678	0%
Other State Revenue														
8311	SpEd Revenue	17,322	-	17,322	386,364	386,364	386,364	-	-	369,042	369,042	4%		
8520	SchoolNutrState	-	-	-	24,225	24,225	24,225	-	-	24,225	24,225	0%		
8550	MandCstReimburs	-	-	-	254,699	254,699	254,699	-	-	254,699	254,699	0%		
8560	StateLotteryRev	-	-	-	143,591	143,591	143,591	-	-	143,591	143,591	0%		
8590	AllOthStateRev	-	-	-	63,360	79,191	79,191	15,831	-	79,191	79,191	0%		
SUBTOTAL - Other State Revenue				17,322	-	17,322	872,239	888,070	888,070	15,831	-	870,748	870,748	2%
Local Revenue														
8634	StudentLunchFee	95,827	3,847	99,674	19,232	19,232	19,232	-	-	(80,442)	(80,442)	518%		
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-		
8660	Interest	-	-	-	4,376	4,376	4,376	-	-	4,376	4,376	0%		
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-		
8699	Other Revenue	-	-	-	53,591	53,591	53,591	-	-	53,591	53,591	0%		
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-	-		
8999	Revenues-Susp	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Local Revenue				95,827	3,847	99,674	77,199	77,199	77,199	-	-	(22,475)	(22,475)	129%
TOTAL REVENUE														
				113,149	17,567	130,717	9,585,092	9,600,923	9,600,923	15,831	-	9,470,206	9,470,206	1%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SA				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries			102,215	192,299	294,513	2,646,248	2,634,205	2,634,205	(12,043)	-	2,339,691	2,339,691	11%
1300	Cert Adminis			59,670	45,154	104,824	641,922	641,922	641,922	-	-	537,098	537,098	16%
SUBTOTAL - Certificated Salaries				161,885	237,453	399,337	3,288,170	3,276,127	3,276,127	(12,043)	-	2,876,789	2,876,789	12%
Classified Salaries														
2400	Clerical & Tech			16,403	21,644	38,047	278,368	290,411	290,411	12,043	-	252,365	252,365	13%
2900	OtherClassStaff			25,856	47,892	73,749	419,121	419,121	419,121	-	-	345,372	345,372	18%
SUBTOTAL - Classified Salaries				42,260	69,536	111,796	697,489	709,532	709,532	12,043	-	597,737	597,737	16%
Employee Benefits														
3101	STRS			10,429	40,315	50,744	505,321	505,321	505,321	-	-	454,577	454,577	10%
3202	PERS			5,263	10,171	15,434	92,125	92,125	92,125	-	-	76,691	76,691	17%
3301	OASDI/Med			5,436	8,319	13,755	112,459	112,459	112,459	-	-	98,704	98,704	12%
3401	HlthWelfare			2,985	70,908	73,893	607,060	607,060	607,060	-	-	533,167	533,167	12%
3501	UnemployIns			-	472	472	2,502	2,502	2,502	-	-	2,030	2,030	19%
3601	WorkersCmp			11,052	3,682	14,734	44,879	44,879	44,879	-	-	30,145	30,145	33%
3901	OthBenes			-	-	-	20,658	20,658	20,658	-	-	20,658	20,658	0%
SUBTOTAL - Employee Benefits				35,166	133,866	169,032	1,385,003	1,385,003	1,385,003	-	-	1,215,971	1,215,971	12%
Books & Supplies														
4100	Text&CoreCurric			-	-	-	22,121	28,324	28,324	6,203	-	28,324	28,324	0%
4200	BooksOthRefMats			-	-	-	5,311	5,311	5,311	-	-	5,311	5,311	0%
4310	Ins Mats & Sups			-	-	-	70,000	91,124	91,124	21,124	-	91,124	91,124	0%
4320	Office Supplies			-	975	975	13,664	13,664	13,664	-	-	12,689	12,689	7%
4326	Arts&MusicSupps			-	-	-	5,311	5,311	5,311	-	-	5,311	5,311	0%
4335	PE Supplies			-	-	-	25,000	25,000	25,000	-	-	25,000	25,000	0%
4340	Educat Software			-	5,714	5,714	80,648	75,570	75,570	(5,078)	-	69,856	69,856	8%
4345	NonInstStdntSup			-	-	-	7,500	7,500	7,500	-	-	7,500	7,500	0%
4346	TeacherSupplies			-	-	-	10,621	10,621	10,621	-	-	10,621	10,621	0%
4350	Cust. Supplies			-	-	-	21,343	21,343	21,343	-	-	21,343	21,343	0%
4400	NonCapEquip-Gen			-	-	-	25,000	25,000	25,000	-	-	25,000	25,000	0%
4430	OfficeFurnEqp<5k			-	-	-	2,648	2,648	2,648	-	-	2,648	2,648	0%
4440	Computers <\$5k			-	-	-	2,655	2,655	2,655	-	-	2,655	2,655	0%
4710	Food			-	-	-	357,547	357,547	357,547	-	-	357,547	357,547	0%
4720	Food:Other Food			-	-	-	8,000	8,000	8,000	-	-	8,000	8,000	0%
4999	Misc Exp-Suspense			-	24,208	24,208	-	-	-	-	-	(24,208)	(24,208)	-
SUBTOTAL - Books and Supplies				-	30,897	30,897	657,369	679,618	679,618	22,249	-	648,721	648,721	5%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SA				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted	Revised	Revised	Current	Actuals
										Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
Services & Other Operating Expenses														
5101	CMO Fees	-	269,311	269,311	997,937	997,937	997,937	-	-	728,626	728,626	27%		
5205	Conference Fees	-	-	-	10,000	10,000	10,000	-	-	10,000	10,000	0%		
5210	MilesParkTolls	-	-	-	3,000	3,000	3,000	-	-	3,000	3,000	0%		
5215	TravConferences	-	-	-	-	-	-	-	-	-	-	-		
5220	TraLodging	-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%		
5300	DuesMemberships	-	-	-	36,263	36,263	36,263	-	-	36,263	36,263	0%		
5450	Other Insurance	7,460	2,486	9,946	40,000	40,000	40,000	-	-	30,054	30,054	25%		
5500	OpsHousekeeping	1,317	1,317	2,634	40,000	40,000	40,000	-	-	37,366	37,366	7%		
5510	Gas & Electric	-	11,726	11,726	120,000	120,000	120,000	-	-	108,274	108,274	10%		
5610	Rent & Leases	-	-	-	-	-	-	-	-	-	-	-		
5620	EquipmentLeases	2,214	2,532	4,746	50,286	50,286	50,286	-	-	45,540	45,540	9%		
5630	Reps&MaintBldng	-	24,268	24,268	85,000	85,000	85,000	-	-	60,732	60,732	29%		
5800	ProfessServices	-	-	-	269,267	54,637	54,637	(214,630)	-	54,637	54,637	0%		
5810	Legal	-	1,791	1,791	15,000	15,000	15,000	-	-	13,209	13,209	12%		
5813	SchPrgAftSchool	-	-	-	5,500	5,500	5,500	-	-	5,500	5,500	0%		
5814	SchPrgAcadComps	-	-	-	11,000	11,000	11,000	-	-	11,000	11,000	0%		
5819	SchlProgs-Other	-	-	-	7,100	8,521	8,521	1,421	-	8,521	8,521	0%		
5820	Audit & CPA	-	-	-	11,684	11,684	11,684	-	-	11,684	11,684	0%		
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-	-	-	-		
5835	Field Trips	-	-	-	35,000	35,000	35,000	-	-	35,000	35,000	0%		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtrRecrt	-	-	-	20,000	20,000	20,000	-	-	20,000	20,000	0%		
5850	Oversight Fees	-	-	-	79,550	79,550	79,550	-	-	79,550	79,550	0%		
5857	Payroll Fees	-	1,873	1,873	35,900	35,900	35,900	-	-	34,028	34,028	5%		
5860	Service Fees	231	280	511	2,932	2,932	2,932	-	-	2,421	2,421	17%		
5863	Prof Developmnt	-	-	-	30,418	46,249	46,249	15,831	-	46,249	46,249	0%		
5864	Prof Dev-Other	-	-	-	70,682	70,682	70,682	-	-	70,682	70,682	0%		
5869	SpEd Ctrct Inst	-	-	-	-	213,505	213,505	213,505	-	213,505	213,505	0%		
5872	SpEd Fees	-	-	-	-	19,709	19,709	19,709	-	19,709	19,709	0%		
5875	StaffRecruiting	-	-	-	-	-	-	-	-	-	-	-		
5884	Substitutes	-	-	-	85,000	85,000	85,000	-	-	85,000	85,000	0%		
5890	OthSvcsNon-Inst	-	-	-	3,000	3,000	3,000	-	-	3,000	3,000	0%		
5900	Communications	-	-	-	3,090	3,090	3,090	-	-	3,090	3,090	0%		
5920	TelecomInternet	-	-	-	73,161	73,161	73,161	-	-	73,161	73,161	0%		
5930	PostageDelivery	-	1,101	1,101	10,621	10,621	10,621	-	-	9,520	9,520	10%		
5940	Technology	-	-	-	-	-	-	-	-	-	-	-		
SUBTOTAL - Services & Operations				11,222	316,685	327,907	2,156,391	2,192,226	2,192,226	35,836	-	1,864,320	1,864,320	15%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date			Annual Budget							
MSA SA									Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
			Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast					
Capital Outlay & Depreciation													
6100	Site Imp (Pre-Capitalization)	-	-	-	-	-	-	-	-	-	-	-	-
6400	EquipFixed	-	-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation	-	-	-	597,067	597,067	597,067	-	-	597,067	597,067	0%	
SUBTOTAL - Cap Outlay & Depreciation			-	-	-	597,067	597,067	597,067	-	-	597,067	597,067	0%
Other Outflows													
7299	Encroachment	-	-	-	19,709	-	-	(19,709)	-	-	-	-	-
7438	InterestExpense	-	-	-	595,203	595,203	595,203	-	-	595,203	595,203	0%	
SUBTOTAL - Other Outflows			-	-	-	614,912	595,203	595,203	(19,709)	-	595,203	595,203	0%
TOTAL EXPENSES			250,532	788,437	1,038,968	9,396,401	9,434,777	9,434,777	38,376	-	8,395,809	8,395,809	60%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget					
MSA SD				Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast	
	Jul Actuals	Aug Actuals	Actual YTD									
SUMMARY												
Revenue												
LCFF Entitlement	-	-	-	3,724,672	3,724,672	3,724,672	-	-	3,724,672	3,724,672	0%	
Federal Revenue	-	-	-	134,778	134,778	134,778	-	-	134,778	134,778	0%	
Other State Revenues	9,620	-	9,620	590,983	590,983	590,983	-	-	581,363	581,363	2%	
Other Local Revenues (incl. suspense)	7,014	442	7,456	79,331	79,331	79,331	-	-	71,875	71,875	9%	
Total Revenue	16,634	442	17,076	4,529,764	4,529,764	4,529,764	-	-	4,512,688	4,512,688	0%	
Expenses												
Certificated Salaries	94,940	127,178	222,118	1,664,407	1,664,407	1,664,407	-	-	1,442,289	1,442,289	13%	
Classified Salaries	25,053	27,475	52,527	238,576	238,576	238,576	-	-	186,049	186,049	22%	
Benefits	19,286	67,724	87,011	696,366	696,366	696,366	-	-	609,355	609,355	12%	
Books and Supplies	-	16,908	16,908	136,427	151,270	151,270	14,843	-	134,362	134,362	11%	
Services and Other Operating Expenditures	6,766	79,054	85,820	1,736,112	1,747,743	1,747,743	11,631	-	1,661,923	1,661,923	5%	
Depreciation	-	9,800	9,800	45,647	74,871	74,871	29,224	-	65,071	65,071	13%	
Other Outflows	-	-	-	12,006	-	-	(12,006)	-	-	-	-	
Total Expenses	146,045	328,139	474,184	4,529,541	4,573,233	4,573,233	43,692	-	4,099,049	4,099,049	10%	
Operating Income												
			(457,108)	223	(43,469)	(43,469)	(43,692)	-	413,639	413,639	1052%	
Fund Balance												
Beginning Balance (Unaudited)				1,165,312	1,165,312	1,165,312						
Audit Adjustment				-	-	-						
Beginning Balance (Audited)				1,165,312	1,165,312	1,165,312						
Operating Income				223	(43,469)	(43,469)						
Ending Fund Balance												
				1,165,535	1,121,843	1,121,843						

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SD				Jul Actuals	Aug Actuals	Actual YTD	Adopted	Revised	Current	Adopted	Revised	Revised	Current	Actuals
							(July 1) Budget	Budget	Forecast	Budget vs. Current Forecast	Budget vs. Current Forecast	Budget Remaining	Forecast Remaining	as % of Current Forecast
REVENUE DETAIL														
LCFF Entitlement														
8011	State Aid	-	-	-	1,016,244	1,016,244	1,016,244	-	-	1,016,244	1,016,244	0%		
8012	EPA Entitlement	-	-	-	92,299	92,299	92,299	-	-	92,299	92,299	0%		
8019	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-		
8096	InLieuPropTaxes	-	-	-	2,616,129	2,616,129	2,616,129	-	-	2,616,129	2,616,129	0%		
SUBTOTAL - LCFF Entitlement		-	-	-	3,724,672	3,724,672	3,724,672	-	-	3,724,672	3,724,672	0%		
Federal Revenue														
8181	SpEd - Revenue	-	-	-	50,500	50,500	50,500	-	-	50,500	50,500	0%		
8220	SchLunchFederal	-	-	-	33,724	33,724	33,724	-	-	33,724	33,724	0%		
8290	All Other Federal Revenue	-	-	-	50,554	50,554	50,554	-	-	50,554	50,554	0%		
SUBTOTAL - Federal Revenue		-	-	-	134,778	134,778	134,778	-	-	134,778	134,778	0%		
Other State Revenue														
8311	SpEd Revenue	9,620	-	9,620	240,900	240,900	240,900	-	-	231,280	231,280	4%		
8520	SchoolNutrState	-	-	-	2,172	2,172	2,172	-	-	2,172	2,172	0%		
8550	MandCstReimburs	-	-	-	139,401	139,401	139,401	-	-	139,401	139,401	0%		
8560	StateLotteryRev	-	-	-	89,530	89,530	89,530	-	-	89,530	89,530	0%		
8590	AllOthStateRev	-	-	-	118,980	118,980	118,980	-	-	118,980	118,980	0%		
SUBTOTAL - Other State Revenue		9,620	-	9,620	590,983	590,983	590,983	-	-	581,363	581,363	2%		
Local Revenue														
8634	StudentLunchFee	6,891	442	7,333	-	-	-	-	-	(7,333)	(7,333)	-		
8650	Leases & Rentals	-	-	-	2,500	2,500	2,500	-	-	2,500	2,500	0%		
8660	Interest	-	-	-	-	-	-	-	-	-	-	-		
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-	-		
8699	Other Revenue	-	-	-	76,831	76,831	76,831	-	-	76,831	76,831	0%		
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-	-		
8999	Revenues-Susp	123	-	123	-	-	-	-	-	(123)	(123)	-		
SUBTOTAL - Local Revenue		7,014	442	7,456	79,331	79,331	79,331	-	-	71,875	71,875	9%		
TOTAL REVENUE														
		16,634	442	17,076	4,529,764	4,529,764	4,529,764	-	-	4,512,688	4,512,688	0%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SD				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
EXPENSES DETAIL														
Certificated Salaries														
1100	TeacherSalaries			42,300	93,718	136,018	1,238,279	1,238,279	1,238,279	-	-	1,102,261	1,102,261	11%
1300	Cert Adminis			52,640	33,460	86,100	426,128	426,128	426,128	-	-	340,028	340,028	20%
SUBTOTAL - Certificated Salaries				94,940	127,178	222,118	1,664,407	1,664,407	1,664,407	-	-	1,442,289	1,442,289	13%
Classified Salaries														
2400	Clerical & Tech			9,337	10,575	19,912	59,644	59,644	59,644	-	-	39,732	39,732	33%
2900	OtherClassStaff			15,716	16,900	32,616	178,932	178,932	178,932	-	-	146,317	146,317	18%
SUBTOTAL - Classified Salaries				25,053	27,475	52,527	238,576	238,576	238,576	-	-	186,049	186,049	22%
Employee Benefits														
3101	STRS			8,442	21,222	29,664	248,164	248,164	248,164	-	-	218,500	218,500	12%
3202	PERS			2,354	4,574	6,928	36,329	36,329	36,329	-	-	29,401	29,401	19%
3301	OASDI/Med			2,915	3,571	6,487	51,069	51,069	51,069	-	-	44,582	44,582	13%
3401	HlthWelfare			1,487	36,777	38,264	337,971	337,971	337,971	-	-	299,708	299,708	11%
3501	UnemployIns			-	217	217	1,141	1,141	1,141	-	-	924	924	19%
3601	WorkersCmp			4,088	1,363	5,451	21,428	21,428	21,428	-	-	15,977	15,977	25%
3901	OthBenes			-	-	-	264	264	264	-	-	264	264	0%
SUBTOTAL - Employee Benefits				19,286	67,724	87,011	696,366	696,366	696,366	-	-	609,355	609,355	12%
Books & Supplies														
4100	Text&CoreCurric		-	-	-	-	5,150	5,150	5,150	-	-	5,150	5,150	0%
4200	BooksOthRefMats		-	-	-	-	5,150	5,150	5,150	-	-	5,150	5,150	0%
4310	Ins Mats & Sups		-	-	-	-	30,000	44,468	44,468	14,468	-	44,468	44,468	0%
4315	OthrSupplies		-	-	-	-	-	-	-	-	-	-	-	-
4320	Office Supplies		-	-	-	-	9,270	9,270	9,270	-	-	9,270	9,270	0%
4326	Arts&MusicSupps		-	-	-	-	2,334	2,334	2,334	-	-	2,334	2,334	0%
4335	PE Supplies		-	-	-	-	3,605	3,605	3,605	-	-	3,605	3,605	0%
4340	Educat Software		-	375	375	375	13,654	14,029	14,029	375	-	13,654	13,654	3%
4345	NonInstStdntSup		-	-	-	-	6,365	6,365	6,365	-	-	6,365	6,365	0%
4346	TeacherSupplies		-	-	-	-	2,500	2,500	2,500	-	-	2,500	2,500	0%
4350	Cust. Supplies		-	-	-	-	6,365	6,365	6,365	-	-	6,365	6,365	0%
4430	OfficeFurnEqp<5k		-	-	-	-	3,468	3,468	3,468	-	-	3,468	3,468	0%
4440	Computers <\$5k		-	-	-	-	1,000	1,000	1,000	-	-	1,000	1,000	0%
4710	Food		-	-	-	-	40,670	40,670	40,670	-	-	40,670	40,670	0%
4720	Food:Other Food		-	-	-	-	6,896	6,896	6,896	-	-	6,896	6,896	0%
4999	Misc Exp-Suspense		-	16,533	16,533	16,533	-	-	-	-	-	(16,533)	(16,533)	-
SUBTOTAL - Books and Supplies				-	16,908	16,908	136,427	151,270	151,270	14,843	-	134,362	134,362	11%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SD				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
Services & Other Operating Expenses														
5101	CMO Fees	-	68,286	68,286	409,714	409,714	409,714	-	-			341,428	341,428	17%
5205	Conference Fees	-	-	-	4,790	4,790	4,790	-	-			4,790	4,790	0%
5210	MilesParkTolls	-	-	-	7,426	7,426	7,426	-	-			7,426	7,426	0%
5215	TravConferences	-	-	-	-	-	-	-	-			-	-	-
5220	TraLodging	-	-	-	7,210	7,210	7,210	-	-			7,210	7,210	0%
5300	DuesMemberships	-	-	-	5,729	5,729	5,729	-	-			5,729	5,729	0%
5450	Other Insurance	5,027	1,676	6,703	22,550	22,550	22,550	-	-			15,847	15,847	30%
5500	OpsHousekeeping	371	742	1,113	56,650	56,650	56,650	-	-			55,537	55,537	2%
5510	Gas & Electric	301	3,995	4,296	30,000	30,000	30,000	-	-			25,704	25,704	14%
5610	Rent & Leases	-	-	-	713,760	713,760	713,760	-	-			713,760	713,760	0%
5620	EquipmentLeases	-	700	700	10,609	10,609	10,609	-	-			9,909	9,909	7%
5630	Reps&MaintBldng	-	-	-	42,000	42,000	42,000	-	-			42,000	42,000	0%
5800	ProfessServices	-	-	-	80,660	22,310	22,310	(58,350)	-			22,310	22,310	0%
5810	Legal	-	-	-	15,450	15,450	15,450	-	-			15,450	15,450	0%
5813	SchPrgAftSchool	-	-	-	79,380	79,380	79,380	-	-			79,380	79,380	0%
5814	SchPrgAcadComps	-	-	-	4,635	4,635	4,635	-	-			4,635	4,635	0%
5819	SchlProgs-Other	-	-	-	1,133	1,133	1,133	-	-			1,133	1,133	0%
5820	Audit & CPA	-	-	-	10,609	10,609	10,609	-	-			10,609	10,609	0%
5825	DMSBusinessSvcs	-	-	-	-	-	-	-	-			-	-	-
5835	Field Trips	-	-	-	45,000	45,000	45,000	-	-			45,000	45,000	0%
5836	FieldTrip Trans	-	-	-	-	-	-	-	-			-	-	-
5840	MarkngStdtrRecrt	-	-	-	15,000	15,000	15,000	-	-			15,000	15,000	0%
5850	Oversight Fees	-	-	-	37,247	37,247	37,247	-	-			37,247	37,247	0%
5857	Payroll Fees	-	-	-	16,444	16,444	16,444	-	-			16,444	16,444	0%
5860	Service Fees	-	-	-	1,061	1,061	1,061	-	-			1,061	1,061	0%
5863	Prof Developmnt	-	-	-	12,360	12,360	12,360	-	-			12,360	12,360	0%
5864	Prof Dev-Other	-	-	-	15,725	15,725	15,725	-	-			15,725	15,725	0%
5869	SpEd Ctrct Inst	-	-	-	-	57,975	57,975	57,975	57,975	-		57,975	57,975	0%
5872	SpEd Fees	-	-	-	-	12,006	12,006	12,006	12,006	-		12,006	12,006	0%
5875	StaffRecruiting	-	-	-	-	-	-	-	-			-	-	-
5884	Substitutes	-	-	-	25,000	25,000	25,000	-	-			25,000	25,000	0%
5890	OthSvcsNon-Inst	-	-	-	1,500	1,500	1,500	-	-			1,500	1,500	0%
5900	Communications	-	-	-	35,063	35,063	35,063	-	-			35,063	35,063	0%
5920	TelecomInternet	1,068	3,076	4,144	24,258	24,258	24,258	-	-			20,114	20,114	17%
5930	PostageDelivery	-	579	579	5,150	5,150	5,150	-	-			4,571	4,571	11%
5940	Technology	-	-	-	-	-	-	-	-			-	-	-
SUBTOTAL - Services & Operations		6,766	79,054	85,820	1,736,112	1,747,743	1,747,743	11,631	-			1,661,923	1,661,923	5%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA SD							Adopted Budget vs.			Revised Budget vs.	Revised Budget	Current Forecast	Actuals as % of	
				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Current Forecast	Current Forecast	Remaining	Forecast Remaining	Current Forecast
Capital Outlay & Depreciation														
6100	Site Imp (Pre-Capitalization)			-	9,800	9,800	-	29,224	29,224	29,224	-	19,424	19,424	34%
6400	EquipFixed			-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation			-	-	-	45,647	45,647	45,647	-	-	45,647	45,647	0%
SUBTOTAL - Cap Outlay & Depreciation				-	9,800	9,800	45,647	74,871	74,871	29,224	-	65,071	65,071	13%
Other Outflows														
7299	Encroachment			-	-	-	12,006	-	-	(12,006)	-	-	-	-
7438	InterestExpense			-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows				-	-	-	12,006	-	-	(12,006)	-	-	-	-
TOTAL EXPENSES				146,045	328,139	474,184	4,529,541	4,573,233	4,573,233	43,692	-	4,099,049	4,099,049	77%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA MERF				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
SUMMARY														
Revenue														
LCFF Entitlement				-	-	-	-	-	-	-	-	-	-	-
Federal Revenue				-	-	-	-	-	-	-	-	-	-	-
Other State Revenues				-	-	-	-	-	-	-	-	-	-	-
Other Local Revenues (incl. suspense)				158,541	1,409,427	1,567,968	6,058,065	6,058,065	6,058,065	-	-	4,490,097	4,490,097	26%
Total Revenue				158,541	1,409,427	1,567,968	6,058,065	6,058,065	6,058,065	-	-	4,490,097	4,490,097	26%
Expenses														
Certificated Salaries				46,813	(5,797)	41,016	378,982	378,982	378,982	-	-	337,966	337,966	11%
Classified Salaries				138,198	150,746	288,943	2,115,146	2,118,146	2,118,146	3,000	-	1,829,203	1,829,203	14%
Benefits				38,690	73,406	112,096	772,961	772,961	772,961	-	-	660,865	660,865	15%
Books and Supplies				-	1,790	1,790	89,201	92,601	92,601	3,400	-	90,811	90,811	2%
Services and Other Operating Expenditures				29,627	167,935	197,563	2,451,260	2,444,860	2,444,860	(6,400)	-	2,247,297	2,247,297	8%
Depreciation				-	-	-	515	515	515	-	-	515	515	0%
Other Outflows				-	-	-	-	-	-	-	-	-	-	-
Total Expenses				253,328	388,081	641,408	5,808,065	5,808,065	5,808,065	-	-	5,166,657	5,166,657	11%
Operating Income						926,560	250,000	250,000	250,000	-	-	(676,560)	(676,560)	371%
Fund Balance														
Beginning Balance (Unaudited)							793,959	793,959	793,959					
Audit Adjustment							-	-	-					
Beginning Balance (Audited)							793,959	793,959	793,959					
Operating Income							250,000	250,000	250,000					
Ending Fund Balance							1,043,959	1,043,959	1,043,959					

Monthly Budget vs. Actuals Financial Update As of August 31, 2018	Year To Date			Annual Budget							
MSA MERF	Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast

REVENUE DETAIL**LCFF Entitlement****SUBTOTAL - LCFF Entitlement**

-	-	-	-	-	-	-	-	-	-	-	-
---	---	---	---	---	---	---	---	---	---	---	---

Federal Revenue**SUBTOTAL - Federal Revenue**

-	-	-	-	-	-	-	-	-	-	-	-
---	---	---	---	---	---	---	---	---	---	---	---

Other State Revenue**SUBTOTAL - Other State Revenue**

-	-	-	-	-	-	-	-	-	-	-	-
---	---	---	---	---	---	---	---	---	---	---	---

Local Revenue

8634	StudentLunchFee	-	-	-	-	-	-	-	-	-	-
8650	Leases & Rentals	-	-	-	-	-	-	-	-	-	-
8660	Interest	-	-	-	-	-	-	-	-	-	-
8698	OthRev-Suspense	-	-	-	-	-	-	-	-	-	-
8699	Other Revenue	375	445,540	445,915	50,000	50,000	50,000	-	(395,915)	(395,915)	892%
8701	CMO Fee - MSA-1		165,806	165,806	994,835	994,835	994,835	-	829,029	829,029	17%
8702	CMO Fee - MSA-2		149,815	149,815	898,892	898,892	898,892	-	749,077	749,077	17%
8703	CMO Fee - MSA-3	82,592	82,592	165,184	991,104	991,104	991,104	-	825,920	825,920	17%
8704	CMO Fee - MSA-4	6,471	6,471	12,943	77,657	77,657	77,657	-	64,714	64,714	17%
8705	CMO Fee - MSA-5	8,604	8,604	17,209	103,253	103,253	103,253	-	86,044	86,044	17%
8706	CMO Fee - MSA-6	3,871	3,871	7,742	46,452	46,452	46,452	-	38,710	38,710	17%
8707	CMO Fee - MSA-7	41,399	41,399	82,797	496,785	496,785	496,785	-	413,988	413,988	17%
8708	CMO Fee - MSA-8		165,239	165,239	991,436	991,436	991,436	-	826,197	826,197	17%
8709	CMO Fee - MSA-SA		269,311	269,311	997,937	997,937	997,937	-	728,626	728,626	27%
8712	CMO Fee - MSA-SD		68,286	68,286	409,714	409,714	409,714	-	341,428	341,428	17%
8791	SpEd Revenue (Local)	-	-	-	-	-	-	-	-	-	-
8999	Revenues-Susp	15,228	2,493	17,721	-	-	-	-	(17,721)	(17,721)	-
SUBTOTAL - Local Revenue		158,541	1,409,427	1,567,968	6,058,065	6,058,065	6,058,065	-	4,490,097	4,490,097	26%
TOTAL REVENUE		158,541	1,409,427	1,567,968	6,058,065	6,058,065	6,058,065	-	4,490,097	4,490,097	26%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date			Annual Budget							
MSA MERF			Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
EXPENSES DETAIL													
Certificated Salaries													
1100	TeacherSalaries		-	-	-	-	-	-	-	-	-	-	-
1300	Cert Adminis		46,813	(5,797)	41,016	378,982	378,982	378,982	-	-	337,966	337,966	11%
SUBTOTAL - Certificated Salaries			46,813	(5,797)	41,016	378,982	378,982	378,982	-	-	337,966	337,966	11%
Classified Salaries													
2400	Clerical & Tech		106,667	104,367	211,033	1,855,793	1,855,793	1,855,793	-	-	1,644,760	1,644,760	11%
2900	OtherClassStaff		31,531	46,379	77,910	259,353	262,353	262,353	3,000	-	184,443	184,443	30%
SUBTOTAL - Classified Salaries			138,198	150,746	288,943	2,115,146	2,118,146	2,118,146	3,000	-	1,829,203	1,829,203	14%
Employee Benefits													
3101	STRS		10,071	13,233	23,303	94,038	94,038	94,038	-	-	70,735	70,735	25%
3202	PERS		4,036	4,165	8,201	49,981	49,981	49,981	-	-	41,780	41,780	16%
3301	OASDI/Med		9,531	9,991	19,522	141,870	141,870	141,870	-	-	122,348	122,348	14%
3401	HlthWelfare		1,539	37,102	38,640	292,748	292,748	292,748	-	-	254,108	254,108	13%
3501	UnemployIns		635	667	1,302	11,919	11,919	11,919	-	-	10,617	10,617	11%
3601	WorkersCmp		8,586	2,862	11,448	28,088	28,088	28,088	-	-	16,640	16,640	41%
3901	OthBenes		4,292	5,388	9,680	154,317	154,317	154,317	-	-	144,637	144,637	6%
SUBTOTAL - Employee Benefits			38,690	73,406	112,096	772,961	772,961	772,961	-	-	660,865	660,865	15%
Books & Supplies													
4100	Text&CoreCurric		-	-	-	1,051	1,051	1,051	-	-	1,051	1,051	0%
4200	BooksOthRefMats		-	-	-	-	-	-	-	-	-	-	-
4310	Ins Mats & Sups		-	-	-	5,500	5,500	5,500	-	-	5,500	5,500	0%
4315	OthrSupplies		-	-	-	-	-	-	-	-	-	-	-
4320	Office Supplies		-	135	135	34,000	34,500	34,500	500	-	34,365	34,365	0%
4325	ProfDevMat&Sups		-	-	-	-	-	-	-	-	-	-	-
4326	Arts&MusicSupps		-	-	-	-	-	-	-	-	-	-	-
4335	PE Supplies		-	-	-	-	-	-	-	-	-	-	-
4340	Educat Software		-	-	-	9,000	9,000	9,000	-	-	9,000	9,000	0%
4400	NonCapEquip-Gen		-	-	-	1,500	6,900	6,900	5,400	-	6,900	6,900	0%
4430	OfficeFurnEqp<5k		-	-	-	-	-	-	-	-	-	-	-
4440	Computers <\$5k		-	-	-	5,000	5,000	5,000	-	-	5,000	5,000	0%
4710	Food		-	-	-	-	-	-	-	-	-	-	-
4720	Food:Other Food		-	165	165	33,150	30,650	30,650	(2,500)	-	30,485	30,485	1%
4999	Misc Exp-Suspense		-	1,490	1,490	-	-	-	-	-	(1,490)	(1,490)	-
SUBTOTAL - Books and Supplies			-	1,790	1,790	89,201	92,601	92,601	3,400	-	90,811	90,811	2%

Monthly Budget vs. Actuals Financial Update As of August 31, 2018				Year To Date			Annual Budget							
MSA MERF				Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
Services & Other Operating Expenses														
5101	CMO Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
5205	Conference Fees	-	-	-	37,950	37,200	37,200	(750)	-	37,200	37,200	0%		
5210	MilesParkTolls	2,178	4,267	6,444	116,000	116,000	116,000	-	-	109,556	109,556	6%		
5215	TravConferences	-	-	-	-	-	-	-	-	-	-	-		
5220	TraLodging	-	20	20	92,150	89,650	89,650	(2,500)	-	89,630	89,630	0%		
5300	DuesMemberships	75	150	225	10,900	10,900	10,900	-	-	10,675	10,675	2%		
5450	Other Insurance	5,834	1,945	7,779	40,000	40,000	40,000	-	-	32,221	32,221	19%		
5500	OpsHousekeeping	-	-	-	26,545	25,000	25,000	(1,545)	-	25,000	25,000	0%		
5510	Gas & Electric	-	-	-	-	-	-	-	-	-	-	-		
5610	Rent & Leases	13,850	15,457	29,307	176,200	177,745	177,745	1,545	-	148,438	148,438	16%		
5620	EquipmentLeases	286	286	571	13,000	13,000	13,000	-	-	12,429	12,429	4%		
5630	Reps&MaintBldng	-	-	-	2,500	2,500	2,500	-	-	2,500	2,500	0%		
5800	ProfessServices	6,750	27,225	33,975	548,750	557,000	557,000	8,250	-	523,025	523,025	6%		
5810	Legal	-	4,707	4,707	335,000	335,000	335,000	-	-	330,293	330,293	1%		
5813	SchPrgAftSchool	-	-	-	-	-	-	-	-	-	-	-		
5814	SchPrgAcadComps	-	-	-	-	-	-	-	-	-	-	-		
5819	SchIProgs-Other	-	-	-	-	-	-	-	-	-	-	-		
5820	Audit & CPA	-	-	-	50,000	50,000	50,000	-	-	50,000	50,000	0%		
5825	DMSBusinessSvcs	-	103,404	103,404	500,000	500,000	500,000	-	-	396,596	396,596	21%		
5835	Field Trips	-	-	-	-	-	-	-	-	-	-	-		
5836	FieldTrip Trans	-	-	-	-	-	-	-	-	-	-	-		
5840	MarkngStdtrEcrt	-	-	-	58,000	58,000	58,000	-	-	58,000	58,000	0%		
5850	Oversight Fees	-	-	-	-	-	-	-	-	-	-	-		
5857	Payroll Fees	-	-	-	20,000	20,000	20,000	-	-	20,000	20,000	0%		
5860	Service Fees	-	-	-	20,000	20,000	20,000	-	-	20,000	20,000	0%		
5863	Prof Developmnt	-	150	150	77,000	74,600	74,600	(2,400)	-	74,450	74,450	0%		
5864	Prof Dev-Other	-	-	-	50,500	41,500	41,500	(9,000)	-	41,500	41,500	0%		
5869	SpEd Ctrct Inst	-	-	-	-	-	-	-	-	-	-	-		
5872	SpEd Fees	-	-	-	-	-	-	-	-	-	-	-		
5875	StaffRecruiting	-	1,223	1,223	15,000	15,000	15,000	-	-	13,777	13,777	8%		
5884	Substitutes	-	-	-	-	-	-	-	-	-	-	-		
5890	OthSvcsNon-Inst	-	-	-	-	-	-	-	-	-	-	-		
5900	Communications	655	657	1,312	32,000	32,000	32,000	-	-	30,688	30,688	4%		
5920	TelecomInternet	-	-	-	-	-	-	-	-	-	-	-		
5930	PostageDelivery	-	649	649	13,000	13,000	13,000	-	-	12,351	12,351	5%		
5940	Technology	-	7,796	7,796	216,765	216,765	216,765	-	-	208,969	208,969	4%		
SUBTOTAL - Services & Operations		29,627	167,935	197,563	2,451,260	2,444,860	2,444,860	(6,400)	-	2,247,297	2,247,297	8%		

Monthly Budget vs. Actuals Financial Update As of August 31, 2018			Year To Date			Annual Budget							
MSA MERF			Jul Actuals	Aug Actuals	Actual YTD	Adopted (July 1) Budget	Revised Budget	Current Forecast	Adopted Budget vs. Current Forecast	Revised Budget vs. Current Forecast	Revised Budget Remaining	Current Forecast Remaining	Actuals as % of Current Forecast
Capital Outlay & Depreciation													
6100	Site Imp (Pre-Capitalization)		-	-	-	-	-	-	-	-	-	-	-
6400	EquipFixed		-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation		-	-	-	515	515	515	-	-	515	515	0%
SUBTOTAL - Cap Outlay & Depreciation			-	-	-	515	515	515	-	-	515	515	0%
Other Outflows													
7299	Encroachment		-	-	-	-	-	-	-	-	-	-	-
7438	InterestExpense		-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Other Outflows			-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES			253,328	388,081	641,408	5,808,065	5,808,065	5,808,065	-	-	5,166,657	5,166,657	49%



QUESTIONS & COMMENTS

