



## Magnolia Public Schools

### Regular Board Meeting

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**Date and Time**

Thursday November 18, 2021 at 6:00 PM PST

**Location**

<https://zoom.us/j/98477141171?pwd=U3ppNTEwSUI1cUxZbFR4WWdGc1pzdz09>

**Meeting ID:** 984 7714 1171

**Passcode:** 545875

**One tap mobile:** +16699009128,,98477141171# US (San Jose)

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All members of the public can participate by calling in using the numbers provided above.

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. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. Pursuant to AB 361 members of the public may address the Board during the Public Comment period on the day of the board meeting without the need to complete a public speaker form. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email [board@magnoliapublicschools.org](mailto:board@magnoliapublicschools.org) or call 213-628-3634 Ext. 100.

**Board Members:**

Ms. Sandra Covarrubias, Chair

Dr. Umit Yapanel, Vice-Chair

Dr. Salih Dikbas

Ms. Diane Gonzalez

Mr. Mekan Muhammedov

**CEO & Superintendent:**

Mr. Alfredo Rubalcava

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**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
Opening Items			
<b>A. Call the Meeting to Order</b>			1 m
<b>B. Record Attendance and Guests</b>			1 m
<b>C. Approval of Agenda</b>	Vote		1 m
<b>D. Public Comments</b>			5 m
<b>E. Announcements from CEO &amp; Superintendent and Board Members</b>			5 m
<b>F. Approval of Minutes from MPS Regular Board Meeting - October 28, 2021</b>	Approve Minutes		1 m
<b>G. Approval of Minutes from MPS Regular Board Meeting - November 4, 2021</b>	Approve Minutes		1 m
<b>II. Closed Session</b>			<b>6:15 PM</b>
<b>A. Public Announcement of Closed Session</b>	FYI		1 m
<b>B. Public Employment (§ 54957)</b>			15 m
<b>C. Conference with Real Property Negotiators (§54956.8) Property: Magnolia Science Academy-1 (18140 &amp; 18160 Sherman Way)</b>			35 m
<b>D. Report Out of Closed Session</b>	FYI		1 m
<b>III. Action Items</b>			<b>7:07 PM</b>
<b>A. Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program ("IIPP") COVID-19 Addendum</b>	Vote	D.Hajmeirza	5 m
<b>B. Approval of Form of Purchase and Sale Agreement for the Acquisition of the Property Located at 18242 and 18244 Sherman Way, Reseda, CA 91335</b>	Vote	P.Ontiveros	15 m
<b>C. Approval of MPS Preferred Vendors' List</b>	Vote	P.Ontiveros	10 m
<b>D. Approval of Facilities &amp; Maintenance Services Agreement for Magnolia Science Academy-San Diego</b>	Vote	P.Ontiveros	15 m
<b>IV. Closing Items</b>			<b>7:52 PM</b>
<b>A. Adjourn Meeting</b>	Vote		1 m

## Cover Sheet

### Approval of Minutes from MPS Regular Board Meeting - October 28, 2021

<b>Section:</b>	I. Opening Items
<b>Item:</b> October 28, 2021	F. Approval of Minutes from MPS Regular Board Meeting -
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Regular Board Meeting on October 28, 2021

APPROVED



## Magnolia Public Schools

### Minutes

#### Regular Board Meeting

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**Date and Time**

Thursday October 28, 2021 at 6:00 PM

**Location**

<https://zoom.us/j/93228525123?pwd=ejArd0FIRnBwdGJWYWlpUXRvazNVQT09>

**Meeting ID:** 932 2852 5123

**Passcode:** 401318

**One tap mobile:** +16699009128,,93228525123# US (San Jose)

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**Board Members:**

Ms. Sandra Covarrubias, Chair

Dr. Umit Yapanel, Vice-Chair

Dr. Salih Dikbas

Ms. Diane Gonzalez

Mr. Mekan Muhammedov

**CEO & Superintendent:**

Mr. Alfredo Rubalcava

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**Directors Present**

D. Gonzalez (remote), M. Muhammedov (remote), S. Covarrubias (remote), S. Dikbas (remote), U. Yapanel (remote)

**Directors Absent**

*None*

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

U. Yapanel called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Oct 28, 2021 at 6:06 PM.

**B.**

### **Record Attendance and Guests**

Refer to attendance information stated above.

### **C. Approval of Agenda**

D. Gonzalez made a motion to approve the agenda as presented.

U. Yapanel seconded the motion.

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

#### **Roll Call**

U. Yapanel Aye

S. Dikbas Aye

S. Covarrubias Aye

D. Gonzalez Aye

M. Muhammedov Aye

### **D. Public Comments**

No public comments were given at this time.

### **E. Announcements from CEO & Superintendent and Board Members**

A.Rubalcava, MPS CEO & Superintendent, highlighted Magnolia Science Academy (MSA)-5 who was recognized as a highly distinguished middle school by U.S. News & World Report. S.Keskinturk, Principal at MSA-Santa Ana and S.Solomon, staff member, highlighted a volleyball tournament that was hosted in which 6 schools attended along with 2 middle schools. A.Rubalcava, also mentioned the Savvy Skills Series on Facebook live that took place on October 13th in which B.Lopez, a distinguished community member, was interviewed. Students and parents participated in that live series hosted by MPS. MSA-Santa Ana received a community impact presidential award from U.S. Congressman Lou Correa and in correlation with POOF in celebrating community excellence and volunteers. B.Lopez, MPS Chief External Officer, highlighted the event that took place with Andale Que Esperas campaign through AltaMed Health Services and in attendance was California Superintendent of Public Instruction, Tony Thurmond. The press conference event aimed to bring resources and vaccination opportunities and to combat misinformation about vaccinations. A student who attends MSA-8 along with her mother were guest speakers and shared their voice and experience. U.Yapanel, MPS Board Vice-Chair, thanked the schools for their ongoing work in regards to COVID-19 regulations and for keeping the school, staff and students safe.

### **F. Approval of Minutes from MPS Special Board Meeting - October 7, 2021**

D. Gonzalez made a motion to approve the minutes from Special Board Meeting on 10-07-21.

U. Yapanel seconded the motion.

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

#### **Roll Call**

U. Yapanel Aye

D. Gonzalez Aye

S. Dikbas Aye

M. Muhammedov Aye

S. Covarrubias Aye

### **G.**

### **Approval of Minutes from MPS Regular Board Meeting - October 14, 2021**

D. Gonzalez made a motion to approve the minutes from Regular Board Meeting on 10-14-21.

U. Yapanel seconded the motion.

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

#### **Roll Call**

M. Muhammedov	Aye
S. Dikbas	Aye
U. Yapanel	Aye
S. Covarrubias	Aye
D. Gonzalez	Aye

## **II. Closed Session**

### **A. Public Announcement of Closed Session**

U.Yapanel announced that the Board would be going into Closed Session to discuss conference with real property negotiators for Magnolia Science Academy-1 and public employment and would report out any actions taken.

### **B. Conference with Real Property Negotiators (§54956.8) Property: Magnolia Science Academy-1 (18140 & 18160 Sherman Way)**

This item was discussed in Closed Session.

### **C. Public Employment (§ 54957)**

This item was discussed in Closed Session.

### **D. Report Out of Closed Session**

U.Yapanel announced in Open Session at 6:55pm that the Board received updates regarding the closed session items and directed staff to follow-up on those items. No decisions were made.

## **III. Action Items**

### **A. Approval of the ESSER III Expenditure Plans for All Magnolia Public Schools**

D.Yilmaz, MPS Chief Accountability Officer, alongside O.Polat, MPS State & Federal Programs Director presented the introduction and processes of ESSER III Expenditure Plans for all MPS schools. MPS received money as part of the American Rescue Plan to be spent over the course of 3 years, and as a requirement, the schools created a plan following the guidelines on the allowable uses the money should be spent. O.Polat elaborated on the areas the expenditures can be used for and explained the collaborative process between Home Office leadership, school site staff, stakeholders and community to create the schools plans. Including in-person visit to sit down with the Principals. M.Rowell, Magnolia Science Academy (MSA)-Santa Ana Elementary Principal, and G.Serce, MSA-San Diego Principal, elaborated on their schools plan. All other schools plans and eligibility amounts were presented.

D. Gonzalez made a motion to approve the ESSER III Expenditure Plans for all Magnolia Public Schools.

U. Yapanel seconded the motion.

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

**Roll Call**

U. Yapanel Aye  
S. Covarrubias Aye  
D. Gonzalez Aye  
M. Muhammedov Aye  
S. Dikbas Aye

**B. Approval of Comprehensive Safety Plans for Magnolia Science Academy-5 & Magnolia Science Academy-6**

J.Hernandez, MPS Director of Student Services, presented the comprehensive safety plans for Magnolia Science Academy (MSA)-5 & MSA-6. Due to their re-location a revision to their comprehensive plan was due to include the substantial changes. The remaining schools comprehensive plans will be presented at a later Board Meeting.

U. Yapanel made a motion to approve the comprehensive school safety plans for Magnolia Science Academy-5 & Magnolia Science Academy-6.

S. Dikbas seconded the motion.

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

**Roll Call**

S. Covarrubias Aye  
S. Dikbas Aye  
M. Muhammedov Aye  
U. Yapanel Aye  
D. Gonzalez Aye

**IV. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:17 PM.

Respectfully Submitted,  
U. Yapanel

## Cover Sheet

### Approval of Minutes from MPS Regular Board Meeting - November 4, 2021

<b>Section:</b>	I. Opening Items
<b>Item:</b> November 4, 2021	G. Approval of Minutes from MPS Regular Board Meeting -
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Regular Board Meeting on November 4, 2021



APPROVED



## Magnolia Public Schools

### Minutes

#### Regular Board Meeting

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**Date and Time**

Thursday November 4, 2021 at 6:30 PM

**Location**

<https://zoom.us/j/92005500225?pwd=ZVZEajQrZGpSN1dhb0QzV0RGMmtTQT09>

**Meeting ID:** 920 0550 0225

**Passcode:** 482363

**One tap mobile:** +16699009128,,92005500225# US (San Jose)

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**Board Members:**

Ms. Sandra Covarrubias, Chair

Dr. Umit Yapanel, Vice-Chair

Dr. Salih Dikbas

Ms. Diane Gonzalez

Mr. Mekan Muhammedov

**CEO & Superintendent:**

Mr. Alfredo Rubalcava

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**Directors Present**

M. Muhammedov (remote), S. Covarrubias (remote), S. Dikbas (remote), U. Yapanel (remote)

**Directors Absent**

D. Gonzalez

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

U. Yapanel called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Nov 4, 2021 at 6:32 PM.

**B.**

### **Record Attendance and Guests**

Refer to attendance information stated above.

### **C. Approval of Agenda**

M. Muhammedov made a motion to approve the agenda as presented.  
U. Yapanel seconded the motion.  
The board **VOTED** to approve the motion.

#### **Roll Call**

S. Covarrubias	Aye
U. Yapanel	Aye
D. Gonzalez	Absent
S. Dikbas	Aye
M. Muhammedov	Aye

### **D. Public Comments**

M. Wittek, Magnolia Science Academy-7 Principal, shared information regarding her schools fundraising campaign to raise \$20,000 to install a shade structure at the school site. This is to ensure a safe playground for the students when the the hot weather comes in. Link was shared for those who wanted to donate or share.

### **E. Announcements from CEO & Superintendent and Board Members**

There were no updates or announcements given at this time by the CEO & Superintendent and Board Members.

## **II. Action Items**

### **A. Board Approval of Findings to Conduct Virtual Meetings Pursuant to AB 361/Government Code Section 54953**

MPS Board of Directors discussed and reconsidered the circumstances of the State of Emergency related to COVID-19 in which meeting in person can directly impact the ability of the Board and public to meet safely. As such, local officials are still continuing to recommend measures to promote social distancing.  
S. Dikbas made a motion to to adopt the findings relating to the ability of the Board to conduct meetings due to teleconference during the State of Emergency, in reference to AB 361/Government Code Section 54953.  
U. Yapanel seconded the motion.  
The board **VOTED** to approve the motion.

#### **Roll Call**

S. Dikbas	Aye
D. Gonzalez	Absent
U. Yapanel	Aye
S. Covarrubias	Aye
M. Muhammedov	Aye

## **III. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:41 PM.

Respectfully Submitted,  
U. Yapanel

## Cover Sheet

### Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum

**Section:** III. Action Items  
**Item:** A. Approval of Updated MPS Health and Safety Policy and  
Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Health & Safety Policy & IIPP 11.18.pdf



Board Agenda Item #	III A: Action Item
Date:	November 18, 2021
To:	Magnolia Public Schools Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, MPS Human Resources Director
RE:	Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum

Proposed Board Motion

I move that the board approve the updated MPS Health & Safety Policy alongside the Injury and Illness Prevention Program (“IIPP”) COVID-19 addendum.

Introduction

- The policy has been updated based on the guidance provided by the Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and several county public health officials. The policy is intended for organization-wide implementation at each facility that will be operated by MPS.

Background

- The board had approved the IIPP COVID-19 addendum and the MPS health and safety policy during the August 2020, and September 2020, February, March, April, May, July, August, and September 2021 board meetings. In accordance with the most updated health orders, the Home Office COVID-19 Response Team updated the policy.

Analysis (If applicable)

- This policy is provided and updated by Young, Minney & Corr, LLP and conform to the standards and practices in the latest guidance (i.e., CDPH and Cal-OSHA, local county, and authorizing agency).

**MPS Health and Safety Policy for COVID-19 updates are as follows:**

- Extracurricular Activities: Music classes that involve playing instruments in a group setting where a face mask must be removed to play must be held outdoors or observe the following precautions:
  - Use modified face coverings that allows for direct contact with the instrument mouthpiece whenever they are playing, to be replaced by a standard face covering when not actively playing,
  - Individuals may practice instruments indoors if they are alone in a studio or practice room with the doors closed

Budget Implications: There are no budget implications.

Exhibits (attachments):

- Updated MPS Health and Safety Policy (with redline)..... Pg. 2
- Updated MPS Health and Safety Policy (without redline)..... Pg. 43



Updated on 11/05/2021

Deleted: 09/21

HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Magnolia Public Schools (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19 as the Charter School resumes in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing alternative measures can provide additional layers of safety. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control (“CDC”), the California Department of Education (“CDE”), the California Department of Public Health (“CDPH”), and relevant county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health orders. The Charter School will fully cooperate with county public health officials regarding the screening, monitoring and documentation that will be required to permit careful scrutiny of health outcomes associated with the return to in-person instruction on Charter School campuses.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Home Office COVID-19 Response Team shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

<b>School Name</b>	<b>Staff Members</b>	<b>Phone Number</b>
Magnolia Science Academy-1	Home Office COVID-19 Response Team	213-628-3634
	MSA-1 Compliance Task Force Team	818-609-0507
Magnolia Science Academy-2	Home Office COVID-19 Response Team	213-628-3634
	MSA-2 Compliance Task Force Team	818-758-0300
Magnolia Science Academy-3	Home Office COVID-19 Response Team	213-628-3634
	MSA-3 Compliance Task Force Team	310-637-3806
Magnolia Science Academy-4	Home Office COVID-19 Response Team	213-628-3634
	MSA-4 Compliance Task Force Team	310-473-2464
Magnolia Science Academy-5	Home Office COVID-19 Response Team	213-628-3634
	MSA-5 Compliance Task Force Team	818-705-5676
Magnolia Science Academy-6	Home Office COVID-19 Response Team	213-628-3634
	MSA-6 Compliance Task Force Team	310-842-8555
Magnolia Science Academy-7	Home Office COVID-19 Response Team	213-628-3634
	MSA-7 Compliance Task Force Team	818-886-0585
Magnolia Science Academy-8	Home Office COVID-19 Response Team	213-628-3634
	MSA-8 Compliance Task Force Team	323-826-3925
Magnolia Science Academy-Santa Ana	Home Office COVID-19 Response Team	213-628-3634

	MSA-SA Compliance Task Force Team	714-479-0115
Magnolia Science Academy-San Diego	Home Office COVID-19 Response Team	213-628-3634
	MSA-SD Compliance Task Force Team	619-644-1300
MPS Home Office	Home Office COVID-19 Response Team	213-628-3634

In addition to in-person instruction, the Charter School will also offer optional independent study as an alternative to in-person instruction in the 2021-22 school year. Independent study will also be made available for students for whom in-person instruction poses a heightened risk of infection.

**1. Limited Access to Campus.** As school campuses open for fully in-person instruction in the 2021-22 school year, California public health authorities have relaxed restrictions on access to school campuses; however, the ongoing threat of COVID-19 and the public health orders in effect necessitate that the following precautions be maintained:

- The Charter School may limit nonessential visitors' access to the Charter School campus and may limit the number of students and staff with whom they come into contact, based on, among other factors, the current levels of community transmission, the vaccination status of any such visitor, and the relative importance of the visit's purpose.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- All visitors to a Charter School Campus must wear a face mask while inside any Charter School building, vehicle, or other enclosed space. Visitors may wear a face shield with a drape along the bottom if they are unable to wear a mask due to a medical condition, mental health condition, or disability, or if they are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Any parent or guardian picking up a student who has been placed on isolation or quarantine must stay outside campus and the student will be brought to them for dismissal.
- Signage shall be posted at all public entrances to the Charter School warning visitors not to enter if they have COVID-19 symptoms.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms may be provided with Independent Study opportunities to support their academic success to the greatest extent possible during exclusion.



- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify the COVID-19 Compliance Officer, who will consult with other Charter School staff to determine whether the student or staff member can continue coming to school with a modified quarantine in light of current guidance and this Policy.
- Per Cal/OSHA requirements, the Charter School shall exclude staff members who have symptoms consistent with COVID-19 or who have had a close contact with a positive COVID-19 case and are not vaccinated.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- Implement health screenings of students and staff upon arrival at school (see Section 2).
- To the extent that non-parent visitors are required to enter the Charter School Campus, the School will take the following precautions:
  - Non-parental visitors will be allowed on campus via appointment only.
  - Non-parental visitors must pre-register in a visitor's log, which includes the visitor's name, email address, and phone number.
  - Non-parental visitors will only be allowed to enter specific areas to conduct their business.
  - Visitors to MSA-2, 3, 4, 6, and 8 must complete daily screening questions using LAUSD's Daily Pass or at the entrance to the school.

## 2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms.* Currently, the CDC has identified the following as potential symptoms of COVID-19:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea

- In-person wellness checks administered under this Policy shall:
  - Confirm that the subject has not experienced COVID-19 symptoms in the prior 48 hours or potentially been exposed to COVID-19, by soliciting the following information:
    - Have you had any one or more of these symptoms today or within the past 48 hours? Are these symptoms new or not explained by another reason?
      - Fever or chills
      - Cough
      - Shortness of breath or difficulty breathing
      - Fatigue
      - Muscle or body aches
      - Headache
      - New loss of taste or smell
      - Sore throat
      - Congestion or runny nose
      - Nausea or vomiting
      - Diarrhea
    - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the person is isolated.
  - If the student, staff, parent, or, visitor answers “no” to all questions, he or she may enter the school.
  - If the student, staff, parent, or visitor answers “yes” to any of the questions, he or she may not enter the school. Employees, parents, and visitors answering “yes” must leave immediately and will be instructed to self-isolate until further instructions are given by the COVID-19 Compliance Officer. Students answering “yes” will be isolated and must leave as soon as pickup can be arranged and then will be instructed likewise.
  - Students, staff, parents, or, visitors have had close contact with an individual who has tested positive shall return home to self-quarantine as per CDPH and local guidance.
    - However, the Charter School will not exclude such individuals with close contact exposure and not require them to return home or self-isolate if they are both asymptomatic and fully-vaccinated against COVID-19. Should an asymptomatic and fully-vaccinated individual be exposed to COVID-19,

the Charter School reserves the right to request proof of vaccination for COVID-19 before allowing the individual on campus.

- Students and staff are encouraged to screen themselves for symptoms at home before coming to campus.
- Students and staff of MSA-2, 3, 4, 6, and 8 may be subject to further health check procedures as required by LAUSD.
- A check in area should be established on campus for health screenings to be performed privately and with enough space to allow physical distancing.
- *Campus Screening Logistics:*
  - Each employee and visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - Temperature and wellness screenings will be performed by a trained school employee at all Charter School Campuses to the extent feasible.

**3. COVID-19 Compliance Task Force and Compliance Officer.** State and local health orders require that schools designate a task force and liaison to be responsible for receiving and sharing information on COVID-19 policies, positive cases, and exposures. The Charter School shall comply with these requirements by implementing the following measures:

- The Charter School will comply with and implement the “COVID-19 Exposure Management Plan Guidance in TK-12 Schools,” promulgated by the Los Angeles County Department of Public Health (“LAC DPH”). If the LAC DPH Exposure Management Plan is updated such that this Policy becomes materially inconsistent with it, the Charter School will follow the current Exposure Management Plan.
- The Charter School will establish a Compliance Task Force. The Compliance Task Force is responsible for establishing and enforcing all COVID-19 safety protocols, as well as ensuring all Charter School students and staff receive appropriate COVID-19 education. The names and contact information for all Compliance Task Force members are referenced above on pages one and two of this policy
- The Charter School will designate a “COVID-19 Compliance Officer,” to act as a liaison between the local county public health department and the Charter School, in the event of a COVID-19 cluster or outbreak at the Charter School. The name and contact information for the Charter School’s COVID-19 Compliance Officer is referenced above on pages one and two of this policy.
- The COVID-19 Compliance Officer shall monitor trends in absences and the prevalence of symptoms and illnesses among students and staff on campus to help isolate them promptly, as needed.

- The COVID-19 Compliance Officer shall be the point of contact responsible for sharing information on positive cases and exposures to relevant state and local health departments, as detailed in the Exposure Management Plan section of this Policy.
- The COVID-19 Compliance Officer shall conduct COVID-19 Task Force meetings no less than twice per month to identify areas for improving the enforcement and results of this Policy.

**4. COVID-19 Testing and Reporting.** Testing, in conjunction with vaccination, face masking, and other safety protocols, is a key factor in preventing COVID-19 infection. In keeping with the recommendations and requirements of state and local health departments, the Charter School shall implement the following testing and reporting procedures:

- When testing students or employees for COVID-19, the Charter School will use Polymerase Chain Reaction ("PCR") testing.
- Testing will be applied on symptomatic<sup>1</sup>, response<sup>2</sup>, and asymptomatic<sup>3</sup> bases.
- The Charter School's COVID-19 Compliance Officer must be made aware of all positive student and staff test results and shall report those results to local public health officials as required by law.
- Per Cal/OSHA Emergency Temporary Standards, the Charter School will provide testing at no cost to employees during paid time for:
  - Symptomatic unvaccinated employees, regardless of whether there is a known exposure,
  - Unvaccinated employees after an exposure,
  - Vaccinated employees after an exposure if they develop symptoms,
  - Unvaccinated employees in an outbreak (three or more employee cases), or
  - All employees in a major outbreak (20 or more employee cases).
- Testing Required in San Diego County:

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<sup>1</sup> Symptomatic testing "is used for individuals with symptoms of COVID-19, either at home or at school."

<sup>2</sup> Response testing "is used to identify positive individuals once a case has been identified in a given stable group. Response-based testing can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with SARS-CoV-2."

<sup>3</sup> Asymptomatic testing is "used for surveillance, usually at a cadence of every 2 weeks or less frequently, to understand whether schools have higher or lower rates of COVID19 rates than the community, to guide decisions about safety for schools and school administrators, and to inform LHDs about district level in-school rates. Asymptomatic testing can also be used for screening, usually at a higher cadence (weekly or twice weekly) than surveillance testing, to identify asymptomatic or pre-symptomatic cases, in order to exclude cases that might otherwise contribute to in-school transmission."

- No student testing will be required at MSA-SD at this time due to local transmission rates. However, the Charter School reserves the right to exclude MSA-SD students from campus who are either symptomatic for COVID-19 or who have been exposed to COVID-19, until all time and symptom criteria have been reached, consistent with public health guidance and as stated in this Policy. The Charter School will also continue to monitor local case rates to determine whether any further COVID-19 testing of students is necessary.
- Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-SD employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.
- Testing Required at Magnolia Science Academy MSA- 2, 3, 4, 6, and 8:
  - Beginning August 1, 2021, or upon return to campus, whichever is later, all students and employees will be required to submit to baseline COVID-19 testing before returning to campus.
  - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing weekly, regardless of COVID-19 vaccination status.
  - Individuals vaccinated as part of the vaccination program carried out by the Los Angeles Unified School District do not need to provide proof of vaccination to the District.
  - All students and employees must undergo symptomatic and response testing for COVID-19, as needed
- Testing Required at MSA-1, 5 and 7:
  - All students must test for COVID-19 at least once per week. However, students who are fully vaccinated against COVID-19 and provide the Charter School with proof of COVID-19 vaccination may forego such testing. Proof of vaccination should be submitted to the Charter School's office.
  - Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-1, 5 and 7 employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.
- Testing Required at MSA-SA:

- All students must test for COVID-19 at least once per week. However, students who are fully vaccinated against COVID-19 and provide the Charter School with proof of COVID-19 vaccination may forego such testing. Proof of vaccination should be submitted to the Charter School's office.
- Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-SA employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.
- When testing students or employees for COVID-19, the Charter School will require PCR testing.
- Additional levels of employee and student COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the Home Office COVID-19 Response Team, where required by Cal/OSHA regulations, or where otherwise required by law or public health guidance. The Charter School reserves the right to require employees undergo additional frequencies of COVID-19 testing, consistent with applicable authority, and directives from public health authorities as well as the School's authorizer, regardless of an employee's COVID-19 vaccination status.
- Consistent with Cal/OSHA regulations and applicable law, the School must impose different health and safety requirements depending on an employee's COVID-19 vaccination status. Cal/OSHA defines an individual as fully vaccinated when "the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO)." As a result, to forego any potential COVID-19 health and safety restrictions, such as exclusion/quarantine periods, some COVID-19 testing and other directives, employees must provide the Charter School with proof of COVID-19 vaccination or complete a COVID-19 vaccination status attestation. Employees who are either unvaccinated or who decline to provide the Charter School with proof of COVID-19 vaccination or attest to their COVID-19 vaccination status will be considered unvaccinated, and must comply with all health and safety directives, as stated in this Policy.
- For staff and student-wide testing, all staff and students shall be tested, except any staff and students who have no contact with others and do not report to campus.
- The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.

- If county-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the student and staff test results and report those results to local public health officials.
- Student consent for testing:
  - For Charter School Students aged 12 and under, the Charter School will require parental consent for COVID-19 testing.
  - Pursuant to California Family Code Section §6926 and CDPH guidance, Charter School Students aged 13 to 17 may consent to COVID-19 testing on their own.
  - Charter School students aged 18 and older do not need parental consent for COVID-19 testing.
- Students who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, will not be allowed to return to in-person instruction or otherwise enter the Charter School Campus. Both the testing and the reporting are required under applicable public health guidance and legal authority.
- For staff who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, the Charter School reserves the right to discipline an employee for such non-compliance, up to and including termination from at-will employment.
- Consistent with applicable law, the Charter School will consider accommodations from mandatory testing for medical reasons and any other lawfully recognized reason. Employees or students and/or parents/guardians who wish to request an accommodation for themselves or their child can contact the Charter School. The Charter School cannot guarantee the availability of particular accommodation and will process all requests for accommodation consistent with MPS policies and applicable law.
- The Charter School must maintain confidentiality of test results, other than reporting the results to local public health officials. All medical information about any employee must be stored separately from the employee's personnel file in order to limit access to this confidential information. The Charter School should have a separate confidential medical file for each employee where the Charter School can store all of that employee's medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing the employee needs time off due to COVID-19, etc. For students, the Charter School will take similar precautions to safeguard the students' privacy and confidentiality, consistent with FERPA and all relevant legal requirements.

- All volunteers, contractors, vendors and other adults supporting Charter School functions on any MPS campus must comply with applicable COVID-19 testing requirements, as stated in the COVID-19 Vaccination Policy.
- In the event of a positive test result of a student or family member:
  - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
  - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 5 below.

**5. Exposure Management Policy.** Preventing and minimizing the spread of COVID-19 within the Charter School Community requires a sound policy for managing exposure to infected individuals. The Charter School will follow the exposure management provisions of the “COVID-19 Exposure Management Plan Guidance in TK-12 Schools,” promulgated by the LAC DPH as well as “COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year” promulgated by the CDPH. In the event that this protocol is updated so that it materially conflicts with the measures laid out in this Policy, the Charter School will follow the updated protocol; otherwise, the following measures shall be followed:

- Per AB 86 and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department. The COVID-19 Compliance Officer shall report every positive COVID-19 case to the appropriate county authority.
- All MSA campuses will maintain classroom seating charts to facilitate future identification of close contacts.
- Potential Exposure: In the event of notice of potential exposure,<sup>4</sup> with regards to its employees, the Charter School will follow all steps set forth in its Injury and Illness Prevention Program COVID-19 Addendum.
- In the event of a suspected COVID-19 case:
  - The Charter School will identify an isolation room and quarantine room and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms or who is determined to

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<sup>4</sup> Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School’s testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the school site. (Labor Code § 6409.6, subd. (d)(3).)



have come into close contact with a confirmed case. The isolation and quarantine rooms shall be separate rooms.

- Isolation of students, employees, and visitors exhibiting symptoms of COVID-19 will occur without regard to vaccination and/or recent testing status.
- Any students, staff, or visitors exhibiting symptoms should immediately be required to wear a face covering and wait in the separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
- Students in the isolation and quarantine areas will be monitored by a staff member.
- Parents/guardians will be required to pick up their students within one hour. Parents/guardians should take the student to get a PCR COVID-19 test immediately and, if a student of MSA- 2, 3, 4, 6, or 8, should upload the test result to the LAUSD Daily Pass system or otherwise provide a copy to the school.
- A log will be kept of all persons entering the isolation and quarantine areas.
- Students will be grouped by stable group or class when possible in the quarantine area.
- Physical distancing of six feet or greater will be maintained in the isolation and quarantine areas.
- Symptomatic individuals who test negative for COVID-19 can return 24 hours after resolution of fever (if any) and improvement in symptoms.
  - Documentation of a negative test result should be provided to school administrators.
  - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanation for symptoms and reason for not ordering COVID-19 testing.
  - Symptomatic individuals who neither test for COVID-19 nor consult with a medical professional must isolate at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset.
- In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH and local public health guidance, including implementation of the following practices:
  - The Charter School will provide notifications to the local public health department of any known case of COVID-19 among any student, employee, or visitor or other school-associated person who was present on a Charter School campus within the 14 days preceding COVID-19 symptoms, or 10 days before a positive test result.
  - MSA Los Angeles COVID-19 Compliance Officers will notify the Los Angeles County Department of Public Health of any COVID-19 hospitalizations or deaths among students or staff by sending a notification to [ACDC-Education@ph.lacounty.gov](mailto:ACDC-Education@ph.lacounty.gov).

- Notifications will be provided by the Home Office COVID-19 Response Team depending on the county where the school is located.
- For Los Angeles campuses: The COVID-19 Compliance Officer will instruct the individual who tested positive to follow the LACDPH COVID-19 Home Isolation instructions and will inform the positive case that LACDPH will contact them directly to collect additional information and to issue a Health Officer Order to quarantine.
- All students and staff of MSA- 2, 3, 4, 6, and 8 campuses will be contacted by the LAUSD Community Engagement team to be instructed on isolation and to provide further information.
- The notification to the local public health department must include:
  - 1) The full name, address, telephone number, and date of birth of the individual who tested positive;
  - 2) The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
  - 3) The full name, address, and telephone number of the person making the report.
  - For San Diego Charter School locations, the public health department should be notified either via phone at (888) 950-9905, or online at [www.coronavirus-sd.com](http://www.coronavirus-sd.com). The notification should list the following information: 1) The name of the person reporting, 2) the Charter School name and district, 3) the Charter School address, 4) your position at the Charter School. For the individual diagnosed with COVID-19, the notification should list the individual's: 1) Name, 2) date of birth, 3) contact information (phone number and email), 4) the individual's last date on the Charter School campus, and 5) any additionally relevant comments.
  - For Los Angeles County Charter School locations: The Charter School will contact the LAC DPH as consistent with its "Protocol for COVID-19 Exposure Management Plan in K-12 Schools,"<sup>5</sup> and either by:
    - 1) Using the LACDPH reporting portal, or:
      - <http://www.redcap.link/lacdph.educationsector.covidreport>

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<sup>5</sup>This document may be found at:

[http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf)

- 2) Downloading and completing the COVID-19 Case and Contact Line List for the Education Sector and sending it to [ACDC-Education@ph.lacounty.gov](mailto:ACDC-Education@ph.lacounty.gov).
  - 3) Schools having difficulty reporting COVID-19 cases to LACDPH can call (833) 707-0319, Monday through Friday from 8 a.m. to 5 p.m.
    - For Orange County Charter School locations: Contact the Orange County Public Health Department via phone at 714-834-8180, or via email at [epi@ochca.com](mailto:epi@ochca.com).
- Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
  - Close off areas used by any sick person and do not use before cleaning and disinfection.
  - Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
  - Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
  - Implement communication plans for exposure at school and potential school closures in the event of an outbreak or other necessary circumstances, to include outreach to students, parents, teachers, staff and the community.
  - Include information for staff regarding labor laws, California Supplemental Paid Sick Leave, emergency paid sick leave and extended family and medical leave pursuant to the FFCRA, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
  - Maintain regular communications with the local public health department.
  - Recommend testing for all students, employees, and visitors in close contact with the confirmed COVID-19 case, consistent with recommendations from the CDPH and local public health departments.
  - For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.
  - If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using independent study. Independent study shall include all of the following:
    - Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;
    - Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;

- Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;
- Special education, related services, and any other services required by a student’s individualized education program, with accommodations necessary to ensure that individualized education program can be executed in an independent study learning environment;
- Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
- Providing synchronous instruction as required by law.
  - “Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
    - For TK/K-3 opportunities must occur daily.
    - For 4-8 opportunities must occur weekly along with daily live interaction.
    - For 9-12 opportunities must occur weekly.
    - Can be classroom style, designated small group, or one-on-one.
  - The “teacher of record for that pupil” pursuant to Section 51747.5 is the assigned supervising teacher who must be an employee. There is not more than one supervising teacher.
- Charter School will document each pupil’s participation in synchronous instruction.
- Continuing to provide school meals.
- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- If the COVID-19 case was present on the Charter School campus, the individual must be excluded from campus for at least 10 days from COVID-19 symptom onset, or if

asymptomatic, 10 days from the date the specimen was collected for the positive COVID-19 test.

- In the event of a cluster (three or more cases within 14 days), the Charter School will contact local county public health officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.<sup>6</sup>
- In the event of an outbreak or cluster at a Charter School:
  - The Charter School CTF and COVID-19 Compliance Officer will work closely with local county public health officials, timely provide all required information, and otherwise comply with all CDPH and local guidance regarding outbreaks.<sup>7</sup>
  - The COVID-19 Compliance Officer for MSA Los Angeles campuses will immediately call the LACDPH at (833) 707-0319 or submit an online report at <http://www.redcap.link/lacdph.educationsector.covidreport>.
  - The Charter School will notify students, families, employees, and stakeholders that the Charter School and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
  - The Charter School will additionally notify all stakeholders if the school is to be closed for 14 days due to widespread and/or ongoing transmission of COVID-19 at the school or in the general community.
  - The Charter School will identify absenteeism among those in affected classes and coordinate with the LHD to contact these absentees to screen for symptoms of COVID-19 if they were exposed to a case during the case's infectious period.
  - Limit visitors to the affected Charter School campus, except for those that are essential to the Charter School's mission. Law Enforcement Personnel (Sheriff and Police), Fire, Medical, Emergency, or government employees who are responding to, working at, or inspecting the facility will be allowed to access the Charter School campus.
  - Discontinue all non-essential in-person group activities at the Charter School Campus during the outbreak.

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<sup>6</sup> In the event of a "cluster," Los Angeles County Charter Schools must specifically report such information to the LAC DPH at LADPH at [ACDC-Education@ph.lacounty.gov](mailto:ACDC-Education@ph.lacounty.gov) or by calling (888) 397-3993.

<sup>7</sup> In the event of an outbreak, all Charter School locations will comply with guidance titled "Management of Outbreaks of COVID-19," issued by the LAC DPH. This protocol can be found at: [http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement_K12Schools.pdf). In the event that other state or local guidance provides more stringent outbreak protocol, the Charter School will comply with such protocol.

- Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.
- Close Contacts and Quarantine
  - A “Close Contact” is spending a total of fifteen minutes or more over a 24-hour period within 6 feet of an infected person or, in Los Angeles County, having had unprotected contact with the infected person’s body fluids and/or secretions of a person with confirmed COVID-19 (e.g., being coughed or sneezed on, sharing utensils or saliva, or providing care without using appropriate protective equipment).
  - An individual will only be considered a close contact if the Charter School is reasonably sure that they meet the above definition. Individuals will not be deemed a close contact solely because they were in the same classroom or school group as a confirmed COVID-19 case, regardless of actual proximity to the confirmed case.
  - “Fully vaccinated” refers to those who have received either a single dose vaccine or the second dose of a two-dose vaccine over two weeks ago.
  - For Los Angeles Campuses: when notifying any individual that they are a close contact of a positive case, the COVID-19 Compliance Officer will provide that individual with a copy of the LACDPH Public Health Emergency Quarantine Order. Notifications that an individual is a close contact will also contain all messages required to be included pursuant to the LACDPH K-12 Exposure management plan guidance.
  - *Quarantine rules for fully vaccinated students at MSA 1, 5, 7, and Santa Ana, and San Diego.* Fully vaccinated students and students who have recovered from laboratory-confirmed COVID-19 within the last 90 days who come into close contact indoors with an individual who tests positive for COVID-19 may continue to attend school and do not need to quarantine so long as the student self-monitors for symptoms for 14 days and does not display symptoms of COVID-19. It is still recommended that these students get tested.
  - *Quarantine rules for fully vaccinated students at MSA-2, 3, 4, 6, and 8.* Fully vaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 may continue to attend school and do not need to quarantine so long as the student self-monitors for symptoms for 14 days, does not display symptoms of COVID-19, and continues to test with the weekly mobile testing team.
  - *Quarantine rules for unvaccinated students at MSA- 1, 5, 7, and Santa Ana, and San Diego.*
    - Modified Quarantine. Unvaccinated students who come into close contact with an individual who tests positive for COVID-19, while both parties were in a school setting supervised by staff and were correctly wearing masks for

the entire exposure period, may continue to attend school during a modified 10-day quarantine, so long as they i) do not show symptoms of COVID-19, ii) continue to mask indoors *and outdoors* while at school, iii) undergo at least twice weekly PCR or antigen testing at a healthcare setting or certified testing site during the ten day quarantine, and iv) continue to quarantine from all extracurricular activities including sports and activities within the community setting. When not attending in-person instruction, students undergoing modified quarantine must otherwise remain at home for the duration of their quarantine. Modified quarantine is not available if the exposed student is part of a TK-12 outbreak. All exposed students must quarantine at home during an outbreak. Students undergoing modified quarantine must eat six feet from other students. Modified Quarantine may end after the Day 7 from exposure if the second test taken during quarantine is performed on or after Day 5 from exposure and is negative and the student remains asymptomatic.

- Standard Quarantine. Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 while either the student or infected individual was not wearing a mask, must quarantine away from school until after i) ten days following the date of last exposure, or ii) seven days after the date of last exposure if a COVID-19 test performed on or after the fifth day is negative. This applies only if the student i) remains asymptomatic, ii) continues daily self-monitoring for symptoms for 14 days from exposure, and iii) continues wearing a mask, avoiding crowds, and washing hands for 14 days from exposure.
- If any symptoms develop during the 14-day period after exposure under any type of quarantine, the exposed person must immediately isolate, get tested, and contact their healthcare provider with any questions regarding their care.
- *Quarantine rules for unvaccinated students at MSA 2, 3, 4, 6, and 8.*
  - Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 will complete a ten day quarantine and return on day eleven if they remain asymptomatic for the duration of quarantine unless the exposed student ends quarantine sooner by receiving a negative result on a test taken on or after the fifth day from exposure.
  - Students undergoing quarantine who get tested for COVID-19 on or after the fifth day from exposure to the confirmed case may return to school on day 8 once proof of a negative test is submitted through the Daily Pass system, but the student must continue to self-monitor for symptoms through day 14 from

- exposure. The student will be cleared to return to school through the Daily Pass system.
- Students at MSA 2, 3, 4, 6, and 8 who complete their quarantine period will be cleared to return to school via the Daily Pass system.
  - All asymptomatic close contacts that have quarantined due to potential exposure will be able to test at any COVID-19 test site or with a mobile testing team, so long as they remain asymptomatic.
  - Unvaccinated students and employees who have recovered from laboratory-confirmed COVID-19 within the last 90 days and are close contacts to a confirmed case are not required to quarantine or test for COVID-19 following exposure unless they develop new onset symptoms.
- Students at MSA Los Angeles campuses may only use a COVID-19 test to shorten their quarantine period if the test is an FDA-authorized viral COVID-19 test, including a Nucleic Acid Amplification Test (NAAT, such as a PCR test) or an antigen test, that is collected and performed in a healthcare setting or certified testing site.
  - Quarantine rules for all employees are stated in the COVID-19 Injury and Illness Prevention Program (“IIPP”) addendum.
- For individuals who test positive for COVID-19:
    - Checking for false positives on Los Angeles Unified School District Sites only (MSA-2, 3, 4, 6 and 8):
      - To reduce unnecessary anxiety and isolation/quarantine of students and staff, the Charter School shall re-test asymptomatic individuals who have tested positive for COVID-19 as required by the Los Angeles Unified School District.
      - If an individual (student or staff) receives a positive test result, the Los Angeles Unified School District Community Engagement Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
      - *Symptomatic Positive Case.* If the individual is determined to be symptomatic, has a known exposure to a positive case, and/or is in a high prevalence setting (i.e., a campus with more than one active case), the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for 10 days and quarantine all close contacts per Los Angeles County Department of Public Health guidelines.
      - *Asymptomatic Positive Case.* If the individual is determined to be asymptomatic, has no known exposure, and is in a low prevalence setting (i.e., a campus with more than one active case), the individual will be asked to



- isolate, and all close contacts will be asked to quarantine. The individual will be directed to re-test within 48 hours of the positive sample collection.
- If the confirmatory test returns a negative result, the Los Angeles County Department of Public Health will approve the false positive request and report it to the State of California. The individual is thereafter released from isolation and all close contacts are released from quarantine. The Los Angeles Unified School District Community Engagement Team will then deactivate the positive case and be permitted to access District sites again.
  - If the confirmatory test returns a positive result, the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for the minimum of 10 days and all close contacts will continue to quarantine per Los Angeles County Department of Public Health guidelines. The individual will not be permitted to access district owned sites in the meantime.
- Checking for false positives at all other MSA campuses:
    - If an individual (student or staff) receives a positive test result, the COVID-19 Home Office Response Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
    - All students and staff who test positive for COVID-19 and are determined to be asymptomatic will be strongly encouraged to re-test within 48 hours of the initial positive sample collection.
    - If the confirmatory test is negative the COVID-19 Home Office Response Team will alert the local public health department to the false positive and will release the individual from isolation and will alert all known close contacts that they may cease quarantining.
    - If the confirmatory test is positive, the individual shall continue to isolate and all close contacts shall continue to quarantine.
  - Persons with COVID-19 who have symptoms may discontinue [self-isolation](#) under the following conditions:
    - At least 10 days have passed since symptom onset; AND
    - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
    - Other symptoms have improved
  - Persons with COVID-19 who are **asymptomatic** may discontinue isolation under the following conditions:

- At least 10 days have passed since the date of the first positive COVID-19 diagnostic test. If they develop symptoms, then the strategies for discontinuing isolation for symptomatic persons (see above) should be used.
  - The School will comply with Cal/OSHA regulations regarding when employees may return to work after exposure. All employees with close contacts COVID-19 exposure shall be excluded from the Charter School campus until the following criteria have been satisfied:
    - If the employee does not develop any COVID-19 symptoms, the employee may return to work when ten (10) days have passed since the last known close contact exposure.
    - If an employee develops any COVID-19 symptoms, the employee may return after:
      - 1) The employee tested negative for COVID-19 using a polymerase chain reaction (“PCR”) COVID-19 test with specimen taken after the onset of symptoms;
      - 2) At least ten (10) days have passed since the last known close contact; and
      - 3) The person has been symptom-free for at least twenty-four (24) hours, without using fever-reducing medications.
  - Employees with close contacts exposure are not required to be excluded from the Charter School campus after close contact COVID-19 exposure if either of the following apply:
    - 1) The employee was fully vaccinated before the close contact and has not developed any COVID-19 symptoms; or
    - 2) The employee has remained free of COVID-19 symptoms, for ninety (90) days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed COVID-19 symptoms, for ninety (90) days after the first positive test.
- Subsequent School Closure Criteria:
  - Charter School campuses that are open for in-person instruction may subsequently and temporarily close for in-person instruction based on the following criteria:
    - As determined by and in consultation with the local health department
  - After closure, the Charter School may reopen after 14 days, cleaning, disinfection, conclusion of a public health investigation, and local health department consultation.

**6. Sanitizing/hygiene materials and practices:**

- The Charter School will develop plans and routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- Trash cans will be placed near restroom doors and students and staff will be instructed to use a paper towel to prevent touching the handle with their hands.
- A restroom will need to be dedicated for individuals in the isolation area. This restroom must be cleaned and sanitized before other occupants may use it.
- If handwashing stations near classrooms are not practicable, and to facilitate use by students and staff as needed, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers). This hand sanitizer will be made available to both students and staff at all strategic locations throughout the Charter School Campus.
- The Charter School will not use hand sanitizer with isopropyl alcohol as the main ingredient.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Children under age 9 should only use hand sanitizer under adult supervision. Hand sanitizer will also not be left out in the open in classrooms for students under the age of 9.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

**7. Routine cleaning and disinfecting:** The Charter School will maintain a high level of cleanliness throughout the year to help reduce the risk of exposure to and spread of COVID-19 at the school site. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the [U.S. Environmental Protection Agency COVID-19](#) list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

- Custodial staff will perform routine and thorough cleaning once per day, and when students are not present. When cleaning, the space will be aired out before children arrive.
- Routine cleaning practices include, but are not limited to:
  - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
  - Dusting hard surfaces;
  - Damp wiping of hard surfaces to ensure they are free of debris;
  - Wet mopping of floors;
  - Vacuuming carpets and mats.
- Health Office areas, including the general health office, isolation area, and quarantine area, may require more frequent cleaning and rapid response, as needed.
- Student restrooms will be serviced at least twice a day and will be fully cleaned and disinfected using electrostatic equipment by the night cleaning crew once per day.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse's office, counseling and student support areas, staff offices, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.
- Cleaning and Disinfection after a Confirmed Case on Campus:
  - If an individual confirmed to have COVID-19 was on campus, the Charter School will complete enhanced cleaning and disinfection procedures in the spaces occupied by the confirmed COVID-19 case.
  - Employees completing this cleaning must wear a mask and gloves at all times and will refer to Material Safety Data Sheets or follow the instructions on the chemical labels.
  - When disinfecting, the Charter School will use an EPA-registered disinfectant that is approved for emerging pathogens.
  - Custodians will focus on immediate areas occupied by the confirmed COVID-19 case.
  - Custodians will clean and disinfect:
    - All non-porous surfaces in the ill occupant's space/office, as well as on shared equipment (like tablets, touch screens, keyboards, remote controls) in bathrooms and shared spaces used by the ill person. Cleaning and disinfection will also focus on high-touch surfaces (e.g. desk, table, hardbacked chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones).
    - On porous surfaces (e.g., carpets, chairs) in the confirmed COVID-19 case's space or office, custodians will remove visible contamination, clean with

appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.

- The space(s) where the confirmed COVID-19 case was present may be reoccupied once these cleaning and disinfection procedures have been completed.
- The Charter School will ensure proper ventilation during all cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- The Charter School will comply with [CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools](#) to the greatest extent practicable for each facility.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, restroom surfaces and door handles, will be routinely cleaned.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and require staff to follow product instructions. MSA-2, 3, 4, 6, and 8 will use disinfectants from the LAUSD's List of Approved Hand Sanitizers and Disinfectants.
  - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
  - The Charter School will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
  - Staff shall follow label directions for appropriate dilution rates and contact times.
  - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.

Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.

**8. Facility measures:** The Charter School will incorporate CDE guidance measures for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will regularly inspect and test ventilation systems and fans to confirm they operate properly and will increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
  - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- HVAC systems will be set to maximize indoor/outdoor air exchanges unless outdoor conditions (recent fire, high outdoor temperature, humidity, and pollen levels) make this inappropriate.
- If an HVAC system becomes nonoperational, additional ventilation should be provided with the use of fans or relocating classes until repairs are completed.
- The COVID-19 isolation and quarantine areas should be outdoors when feasible to maximize ventilation and minimize exposures to COVID-19 infection. Under no circumstances should an isolation or quarantine area be in a room without a functioning HVAC system.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

**9. Physical distancing:** The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between students on campus as much as is feasible, including maximizing physical distance as much as possible while eating (especially indoors), using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing, and arrange for eating outdoors as much as feasible.

- In areas where physical distancing is not feasible, clear plastic or solid surface barriers that can be cleaned often may be used.

- Employees will be encouraged to eat outdoors. They may also eat at their desk or cubicle if these areas are enclosed as a separate room, provide more distance, or include barriers.

#### 10. Extracurricular Activities:

- All extracurricular activities operated by or supervised by school personnel or occurring on a school site, whether or not occurring during school hours, will be undertaken in compliance with this policy and all required public health measures applicable to K-12 schools. This applies to sports, band, chorus, clubs, and other similar activities and organizations. All MSA campuses will operate and supervise extracurricular activities in compliance with the latest California Department of Public Health K-12 guidance and any other relevant state or county guidance on sports and extracurricular activities.
- MSA Los Angeles sports programs will observe all required elements of the most updated version of the Los Angeles County Department of Public Health’s “COVID-19 Exposure Management Plan Guidance, Youth Recreational Sports Programs” and the Los Angeles County Department of Public Health’s “Protocol for Organized Youth Sports: Appendix S” in addition to any future binding guidance applicable to K-12 youth sports programs.
  - Each Los Angeles campus’s COVID-19 Compliance Officer shall fulfill the duties of the COVID-19 Organized Youth Sports Program Compliance Officer, as those duties are described in LACDPH’s sports-related COVID-19 guidance.
  - Each Los Angeles campus’s COVID-19 Compliance Officer shall ensure that the required LACDPH youth sports exposure management protocols are followed in accordance with current guidance.
  - Each Los Angeles campus’s COVID-19 Compliance Officer shall ensure that all mandatory testing required by the LACDPH’s youth sports guidance is conducted in accordance with current guidance.
- All MSA extracurricular programs will keep updated rosters of all participating students and staff to facilitate identification of close contacts.
- Students of MSA 2, 3, 4, 6 and 8 will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.
- All indoor sports must be played with masks on, unless doing so is recognized as unsafe by a well-recognized health authority, such as the American Academy of Pediatrics.
- Theater, music, dance, and similar classes and clubs should maintain physical distancing, in addition to the use of face masks where possible.

- When engaged in activities that could generate respiratory droplets such as enunciating (i.e., theater workshops) or dancing, physical distancing should be increased and activities should be conducted outdoors where possible.
- Music classes that involve [playing instruments in a group setting](#) where a face mask must be removed to play [must be held outdoors or observe the following precautions](#):
  - [Use modified face coverings that allows for direct contact with the instrument mouthpiece whenever they are playing the instrument, to be replaced by a standard face covering when not actively playing.](#)
  - [Use bell coverings when playing wind and brass instruments indoors, and,](#)
  - [Conduct weekly PCR or antigen testing of all participants regardless of vaccination status,](#)
  - [Note that individuals may practice instruments indoors if they are alone in a studio or practice room with the doors closed.](#)

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**11. Use of Face Coverings:** The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidance and this Policy unless a person is subject to exemption.

- All students must wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space, unless exempted from doing so pursuant to the accommodation procedures laid out in this Policy.
- All adults in K-12 school setting, including all teachers, staff, parents, visitors, and outside workers, must wear a mask when in any indoor space shared with students or other staff.
- Face masks are required without regard to vaccination status.
- Face masks are optional when outside.
- Proper use of cloth face coverings will be strictly enforced. The Charter School will exclude from campus anyone who refuses to wear a face mask if not exempted pursuant to this Policy. Students excluded from campus for refusing to wear a mask without a valid exemption will be provided alternative educational opportunities to the greatest extent possible.
- Face masks and face shields may be removed for meals, snacks, naptime, showers, or outdoor recreation, or when needing to be replaced. When any type of face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.



- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.
- Employees should wear a clean face mask to work every day.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- The Charter School will post signs regarding the need for, proper use, removal, and washing of face coverings and shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- When pedagogically necessary, Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others to the extent practicable. Staff must return to wearing a face covering outside of the classroom, unless otherwise exempted.
- The Charter School will evaluate any employee's request for accommodation from the Charter School's facial covering policy/requirement pursuant to the MPS Employee Handbook and applicable law for all lawfully recognized accommodations. Employees requesting an accommodation from the facial covering policy/requirement must provide appropriate documentation and contact human resources.
- Per Los Angeles County Department of Health Guidance, employees based in Los Angeles County who are granted exemptions from wearing a mask while indoors must undergo COVID-19 testing at least twice per week, unless the employee provides proof of full vaccination against COVID-19.
- Accommodations for students:
  - Pursuant to CDPH Guidance on the use of face masks, individuals with a medical condition, mental health condition, or disability that prevents wearing a mask are to be accommodated with an exemption from mask wearing. This includes those who are hearing impaired as well as those who communicate with the hearing impaired.
  - If a student cannot wear a mask due to a medical condition, mental health condition, or disability, he or she should wear the next most effective alternative that can be tolerated, such as a transparent face shield with a cloth draping sealing the bottom.
  - Parents/guardians who believe their student may need an accommodation from the Charter School's facial covering policy and requirement should contact the Charter School principal.

- Upon receipt of appropriate documentation, the Charter School will evaluate requests for accommodation and determine what, if any accommodations the Charter School can provide.
- Assessment of whether a medical condition, mental health condition, or disability warrants a mask accommodation is a medical determination that must be made by a physician, nurse practitioner, or other licensed medical professional practicing under the license of a physician. Self-attestation and parental attestation for mask exemptions due to the aforementioned conditions do not constitute medical determinations.
- Students exempted from wearing a mask or face shield are strongly encouraged to be vaccinated against COVID-19 and to be tested for COVID-19 at least twice a week. If a student is exempt from wearing any type of face covering and is not vaccinated, the Charter School shall implement physical distancing and other isolation measures to the greatest degree feasible.

**12. Use of Gloves and Personal Protective Equipment:** The Charter School is no longer required by emergency public health orders to require the use of gloves and personal protective equipment. Any employee or student who wishes to wear gloves and/or personal protective equipment beyond the required facial coverings may do so, provided that they dispose of them safely and appropriately and do not wear gloves or personal protective equipment of a type or in a manner that interferes with their ability to perform their duties. Upon request, the Charter School will provide gloves, a face mask, protective gown, and a medical grade mask to any employee dealing with sick children, performing cleaning or disinfection, providing instruction to any students with a face mask exemption, or where there is an otherwise heightened likelihood of contact with respiratory secretions or other bodily fluid.

**13. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness.**

Pursuant to state and local health guidance, the Charter School has developed the following measures to mitigate the risk of COVID-19 to vulnerable student groups:

- The Home Office COVID-19 Response Team or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Home Office COVID-19 Response Team or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected

or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:

- Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
  - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
  - Individuals who may not be able to communicate symptoms of illness.
- The Charter School is prepared for opening to provide Free Access to Public Education (“FAPE”) in the least restrictive environment (“LRE”) for each student. All students with disabilities will receive services according to their IEP. In accordance with IDEA, it is critical to reinforce the understanding that students receiving special education services, or 504 accommodations are general education students first. Balancing the educational needs with the health and well-being of students and staff is our top priority.
  - Every child and adolescent with a disability is entitled to FAPE and is entitled to special education services based on their individualized education program (IEP). The Charter School continuously review and problem solve to balance safety and service needs. In order to provide the required level of safety, systems, processes and service delivery models have been reviewed. Adherence to social distancing guidelines will be followed as feasible except for instances when the services outlined in a specific IEP call for closer proximity. This will be evaluated on a case-by-case basis. For example, additional provision of PPE supplies to staff (gloves, gowns, face shields and Plexiglas dividers) who are required to deliver hand-over-hand instruction or hygiene service needs for students.
  - Evaluations and Timelines:
    - All IDEA/ADA compliance timelines will be followed on schedule and in accordance with IDEA/ADA regulations. IEP Team meetings and 504 meetings that were missed due to the March school facility closures will be rescheduled and conducted as soon as possible, if not already conducted. All IEP team meetings and 504 meetings will be conducted virtually until the use of school facilities return to normal operations.
  - Services:
    - The IDEA allows for flexibility in determining how to meet the individualized needs of students receiving special education services. State guidelines for the delivery of special education and related services will be implemented while protecting the health and safety of students as well as the individuals providing the services.
    - If a student is unable to access their education in person due to medical or other circumstances, including the inability to wear a face covering, alternative means of delivering these services will be provided.

- The Charter School will provide appropriate protective equipment relative to the responsibilities of all Support Service Staff and disability needs.
- All Staff and students will receive training on the appropriate use of PPE and healthy hygiene practices that are proven to mitigate the spread of COVID-19.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
  - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
  - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
  - Individuals who may not be able to communicate symptoms of illness.

**14. COVID-19 Vaccination Policy for Employees.** The Charter School has adopted the following COVID-19 employee vaccination policy (“Employee Vaccination Policy”). The purpose of this Employee Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission (“EEOC”), Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and local health authorities.

- Pursuant to the California “State Public Health Officer Order of August 11, 2021,” (“Order”) all employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA-1, 5, 7, Santa Ana, and San Diego campuses must either provide the School with proof of COVID-19 vaccination status or test for COVID-19 at least once per week. For employees, this directive is a condition of both employment and continued employment.
- Pursuant to the LAUSD’s “COVID-19 Vaccination Requirement for Employees and Other Adults Working at District Facilities” document issued August 13, 2021, all employees, contractors and other adults providing services at any MSA-2, 3, 4, 6, and 8 campuses must be fully vaccinated against COVID-19 no later than October 15, 2021. This directive is a condition of both employment and continued employment.
- **Proof of COVID-19 Vaccination:**
  - Consistent with applicable law, the Charter School will only accept the following forms of proof of COVID-19 vaccination:

- COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
  - A photo of a Vaccination Record Card as a separate document; OR
  - A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
  - Documentation of COVID-19 vaccination from a health care provider; OR
  - Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
  - Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.
- Any MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MPS campus who either fails to provide proof of COVID-19 or provides proof of vaccination that is not consistent with the above-referenced acceptable forms of proof will be deemed unvaccinated.
- Employees may their submit proof of COVID-19 vaccination to the MPS Human Resources Department.
- The Charter School will securely maintain the confidentiality of employee COVID-19 vaccination data in strict compliance with all applicable legal authority.
- **COVID-19 Employee Testing:**
  - Pursuant to the Order, all MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA-1, 5, 7, Santa Ana, and San Diego campuses who are either unvaccinated or incompletely vaccinated must undergo COVID-19 testing at least once per week.
  - Previous history of COVID-19 from which the individual recovered more than ninety (90) days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.
  - As outlined above, all employees at any MSA-2, 3, 4, 6, and 8 campuses must test for COVID-19 at least once per week, regardless of COVID-19 vaccination status, as directed by the LAUSD.
- **Accommodations:** Employees may request an accommodation from COVID-19 vaccinations and/or COVID-19 testing due to a medical issue or sincerely held religious belief, practice or observance that may prevent an employee from vaccinating or testing for COVID-19. Upon receiving a request for accommodation from COVID-19 testing and/or vaccinations, the

Charter School will engage in the interactive process and determine what, if any accommodations can be provided. However, the Charter School may not be required to provide an employee with an accommodation, should it result in a direct threat to health and safety at the School or to the employee or if the accommodation will cause an undue hardship for the School, among other reasons.

- **Compliance Period:**

- Employees at MSA-1, 5, 7, Santa Ana, and San Diego campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed unvaccinated and must be required to test for COVID-19 at least once per week. On or after October 15, 2021, employees to fail to test for COVID-19 will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.
- Employees at MSA-2, 3, 4, 6, and 8 campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.

- **Non-Compliance:**

- Any employee deemed to be in non-compliance with this policy may be subject to disciplinary action, up to and including termination from at-will employment.
- The Charter School reserves the right to refuse entry to campus to any volunteer, vendor, contractor other adult supporting Charter School functions, should they fail to comply with the proof of vaccination and testing directives as stated in this Policy.
- All employees who have not yet vaccinated should do so outside of working hours. Employees who demonstrate they are unable to get vaccinated outside working hours may use either COVID-19 Supplemental Paid Sick Leave or accrued sick leave for time spent attending a COVID-19 vaccination appointment. In such cases, employees must consult with their supervisors regarding the best time to be excused to receive the vaccine and are responsible for arranging coverage during their absence to get vaccinated, if applicable.
- Employees who experience symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework may be entitled to COVID-19 Supplemental Paid Sick Leave, if available and upon request.
- The Charter School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine or for electing not to receive the COVID-19 vaccine.

However, the School reserves the right to appropriately discipline an employee for non-compliance with this policy, consistent with applicable law.

- As public health and legal guidance regarding COVID-19 vaccinations evolves, the Charter School reserves the right to revise this **Employee Vaccination Policy**. Upon any revision to this **Employee Vaccination Policy**, the Charter School will provide immediate notice in writing to all employees.
- Employee with any questions regarding the Charter School's **Employee Vaccination Policy** may contact Human Resources Department at [hr@magnoliapublicschools.org](mailto:hr@magnoliapublicschools.org).

**15. COVID-19 Vaccination Policy for Students.** The Charter School has adopted the following COVID-19 student vaccination policy ("Student Vaccination Policy"). The purpose of this Student Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission ("EEOC"), Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), and local health authorities.

- Pursuant to the directive of the Los Angeles Unified School District, all students of MSA 2, 3, 4, 6 and 8 who are eligible to receive COVID-19 vaccination must be vaccinated against COVID-19 by January 10, 2022, unless medically exempted, or they will not be permitted on campus. At this time, the Student Vaccination Policy applies only to students at MSA 2, 3, 4, 6 and 8.
- **Proof of Vaccination.**
  - Vaccination status can only be proven by one of the following methods acknowledged by the California Department of Public Health:
    - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control and Prevention or WHO Yellow Card) which includes the name of the person vaccinated, type of vaccine provided and date last dose administered; OR
    - A photo of a Vaccination Record Card as a separate document; OR
    - A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
    - Documentation of COVID-19 vaccination from a health care provider; OR
    - Digital record that includes a QR code that when scanned by a SMART Health Card reader display to the reader client name, date of birth, vaccine dates and vaccine type.

- **Parental Consent.**

- Parent/guardian consent is required for vaccination of students 12-17 years of age.
- A student consent form is available at the Daily Pass Portal at <https://DailyPass.lausd.net> and is included to be filled out as part of the process of making an appointment to receive COVID-19 vaccination from the Los Angeles Unified School District.
- Parents/guardians may be present at, but will not be required to attend, their child's appointment to receive a COVID-19 vaccination from the Los Angeles Unified School District.

- **Compliance Requirements.**

- To provide proof of vaccination, parents/guardians must upload adequate documentary proof of vaccination to the Daily Pass system and ensure that the information appears in the "Vaccinations" tab of their student's Daily Pass. Students vaccinated by the Los Angeles Unified School District do not need to submit their vaccination record, as it will be automatically updated following receipt of the vaccine.
- At this time, the Pfizer-BioNTech COVID-19 vaccine is the only vaccine approved for individuals aged 12 to 17. Students who are 18 or older may also use the Johnson & Johnson or Moderna vaccine to satisfy the vaccination requirement.
- To meet the deadlines imposed by the Los Angeles Unified School District for student vaccination, students aged 12+ should receive their first dose of the Pfizer-BioNTech vaccine no later than 5 weeks prior, and second shot no later than two weeks prior, to the vaccination requirement deadline. To meet the vaccination deadline, students aged 18+ should receive the single dose of the Johnson & Johnson vaccine no later than two weeks prior to the vaccination deadline. And, to meet the deadline using the Moderna vaccine, students should receive their first shot no later than 6 weeks prior to their deadline with their second shot coming no later than two weeks prior to the vaccination requirement deadline.
- To meet the January 10, 2022, deadline for providing proof of vaccination, all MSA 2, 3, 4, 6, and 8 students are required or recommended to receive vaccination as follows:
  - Students 12 and older who participate in in-person extracurricular activities will be required to receive their first dose of the Pfizer-BioNTech COVID-19 vaccine no later than October 3, 2021, and their second dose no later than October 31, 2021;



- Students who are 12 and older are recommended to receive their first dose by no later than November 12, 2021, and their second dose by no later than December 19, 2021;
- Newly eligible students will be required to receive their first dose no later than 30 days after their 12th birthday and their second dose no later than eight weeks after their 12th birthday.
- Newly enrolled students will be required to receive their first dose no later than 30 days after their enrollment date and their second dose no later than eight weeks after their enrollment date.
- Students of MSA 2, 3, 4, 6 and 8 who are 12 and older will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.
- **Exemptions and Conditional Admissions.**
  - Parents/guardians may apply for exemptions from the COVID-19 vaccine requirements only for medical reasons. The medical exemption process must be followed with the completion of the *Student Medical Exemption to the COVID-19 Vaccine* form and its submission via the Daily Pass portal.
  - Students who are not in compliance by the deadline may be conditionally admitted if they are in one of the following groups: 1) foster youth, 2) experiencing homelessness, 3) migrant, 4) military family, or 5) has an IEP.
  - There are no religious or personal belief exemptions to the Student Vaccination Policy. Because this Student Vaccination Policy is implemented at the directive of the Los Angeles Unified School District, the Charter School cannot grant exemptions outside of those granted through the District's Daily Pass process.
- MSA 2, 3, 4, 6, and 8 students who fail to comply with the Student Vaccination Policy by January 10, 2022, will be excluded from physically entering campus.
- MSA 2, 3, 4, 6 and 8 students will still be required to comply with all COVID-19 testing frequencies mandated by the Los Angeles Unified School District without regard to vaccination status.

**16. Communications to the Charter School Community:** The Charter School will keep families, staff, and the community informed, engaged, and in touch as the new school year begins, by implementing the following communications measures:

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.

- Communications will include a process for engaging families for potentially unknown concerns that may need to be accommodated.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and parents about new, COVID-19-related protocols, including:
  - Proper use, removal and washing of face coverings.
  - Screening practice.
  - How COVID-19 is spread.
  - COVID-19 specific symptom identification.
  - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19, including pertinent isolation and quarantine policies.
  - Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including any testing arranged by the Charter School.
  - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention.
  - Guidelines for families about when to keep students home from school.
  - Systems for self-reporting symptoms.
  - Criteria and plan to close schools again for physical attendance of students.
  - Changes in Charter School extracurricular, academic, and meal programs to help prevent the spread of COVID-19.
  - Contact information at the Charter School for students who may have been exposed to COVID-19.
  - Charter School contact information if a student has COVID-19 symptoms or may have been exposed to COVID-19.
- The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- This Policy will be posted at all public entrances to the Charter School campus.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The MPS CEO/Superintendent is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to

ensure compliance with the Charter School's charter petition. The MPS CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

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Appendix

**Site Specific Planning Form**

This document has been included to align with the Los Angeles Unified School District’s (“LAUSD”)’s COVID-19 Containment, Response and Control Plan (“Containment Plan”). Pursuant to the LAUSD’s Containment Plan, the LAUSD is requiring all Los Angeles Unified schools complete this form, along with the pre-filled versions of the Los Angeles County Department of Public Health COVID-19 Reopening Protocols for K-12 Schools: Appendices T1 and T2 documents.

School Name: \_\_\_\_\_

Date Last Revised: \_\_\_\_\_

**School Address:** \_\_\_\_\_

**Location Code:** \_\_\_\_\_

School Phone Number: \_\_\_\_\_

**Campus Density**

- Approximate Square Footage open: \_\_\_\_\_
- Maximum Student Capacity: \_\_\_\_\_
- Maximum Number of Staff with physical distancing: \_\_\_\_\_
- Total Number of Students Enrolled: \_\_\_\_\_
- 25% of Total Number of Students Enrolled: \_\_\_\_\_
- In-person class size is limited to: \_\_\_\_\_
- The **maximum** number of students & staff permitted on campus at any one time to ensure no more than 25% of total student body and to maximize physical distancing is:

**Specialized Services for defined subgroups of children (T1)**

Enter the estimated total number of students that will return per grade (if none, enter 0)			
TK:	3:	5:	9:
K:	4:	6:	10:
1:	5:	7:	11:
2:	6:	8:	12:
Estimated total number of administrators, teachers, and other employees on campus supporting resumption of all permitted in-person services for students: _____			

Services

The [Grab & Go Food Center](#) located closest to this school is at:

- School Name: \_\_\_\_\_
- Address \_\_\_\_\_

The [COVID-19 Test Center](#) located closest to this school is at:

- School Name: \_\_\_\_\_
- Address: \_\_\_\_\_

School COVID-19 Compliance Task Force

Name	Job Title	Role
	(Principal)	Leader
		COVID-19 Compliance Officer
	(School Administrative Assistant)	Attendance Monitor
	(Plant Manager)	Cleaning/Disinfecting Operations
	(School Nurse)	Exposure Management Advisor
		Health Office Manager
		Data Collection Manager

**Health Office Set-up and Staff**

Type of Health Office	Indoor vs. Outdoor	Location	Staff Person(s)	Alternate	Runner
General Health Office (Non-COVID)					
Isolation Area (Recommended Outdoors)					
Quarantine Area					

School Communications

The following information was sent to parents/students prior to the start of in-person services: (check all that apply)	
<input type="checkbox"/> Isolation and quarantine policies as they apply to students who have symptoms or may have been exposed	<input type="checkbox"/> Options for COVID-19 testing if the student or a family member has symptoms – or exposure to COVID-19
<input type="checkbox"/> Changes in school meals to avert risk	<input type="checkbox"/> Required use of face coverings
<input type="checkbox"/> How to conduct a symptom check before students leave home for school	<input type="checkbox"/> Changes in academic and extracurricular programs to avert risk
<input type="checkbox"/> Importance of student compliance with physical distancing and infection control policies	<input type="checkbox"/> Who to contact at the school if students have symptoms or may have been exposed
<input type="checkbox"/> School policies concerning parent visits to school and advisability of contact the school remotely	<input type="checkbox"/> Importance of providing up-to-date emergency contact information, including multiple parent contact options



Updated on 11/05/2021

### HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Magnolia Public Schools (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19 as the Charter School resumes in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing alternative measures can provide additional layers of safety. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control (“CDC”), the California Department of Education (“CDE”), the California Department of Public Health (“CDPH”), and relevant county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health orders. The Charter School will fully cooperate with county public health officials regarding the screening, monitoring and documentation that will be required to permit careful scrutiny of health outcomes associated with the return to in-person instruction on Charter School campuses.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Home Office COVID-19 Response Team shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

<b>School Name</b>	<b>Staff Members</b>	<b>Phone Number</b>
Magnolia Science Academy-1	Home Office COVID-19 Response Team	213-628-3634
	MSA-1 Compliance Task Force Team	818-609-0507
Magnolia Science Academy-2	Home Office COVID-19 Response Team	213-628-3634
	MSA-2 Compliance Task Force Team	818-758-0300
Magnolia Science Academy-3	Home Office COVID-19 Response Team	213-628-3634
	MSA-3 Compliance Task Force Team	310-637-3806
Magnolia Science Academy-4	Home Office COVID-19 Response Team	213-628-3634
	MSA-4 Compliance Task Force Team	310-473-2464
Magnolia Science Academy-5	Home Office COVID-19 Response Team	213-628-3634
	MSA-5 Compliance Task Force Team	818-705-5676
Magnolia Science Academy-6	Home Office COVID-19 Response Team	213-628-3634
	MSA-6 Compliance Task Force Team	310-842-8555
Magnolia Science Academy-7	Home Office COVID-19 Response Team	213-628-3634
	MSA-7 Compliance Task Force Team	818-886-0585
Magnolia Science Academy-8	Home Office COVID-19 Response Team	213-628-3634
	MSA-8 Compliance Task Force Team	323-826-3925
Magnolia Science Academy-Santa Ana	Home Office COVID-19 Response Team	213-628-3634



	MSA-SA Compliance Task Force Team	714-479-0115
Magnolia Science Academy-San Diego	Home Office COVID-19 Response Team	213-628-3634
	MSA-SD Compliance Task Force Team	619-644-1300
MPS Home Office	Home Office COVID-19 Response Team	213-628-3634

In addition to in-person instruction, the Charter School will also offer optional independent study as an alternative to in-person instruction in the 2021-22 school year. Independent study will also be made available for students for whom in-person instruction poses a heightened risk of infection.

**1. Limited Access to Campus.** As school campuses open for fully in-person instruction in the 2021-22 school year, California public health authorities have relaxed restrictions on access to school campuses; however, the ongoing threat of COVID-19 and the public health orders in effect necessitate that the following precautions be maintained:

- The Charter School may limit nonessential visitors' access to the Charter School campus and may limit the number of students and staff with whom they come into contact, based on, among other factors, the current levels of community transmission, the vaccination status of any such visitor, and the relative importance of the visit's purpose.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- All visitors to a Charter School Campus must wear a face mask while inside any Charter School building, vehicle, or other enclosed space. Visitors may wear a face shield with a drape along the bottom if they are unable to wear a mask due to a medical condition, mental health condition, or disability, or if they are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Any parent or guardian picking up a student who has been placed on isolation or quarantine must stay outside campus and the student will be brought to them for dismissal.
- Signage shall be posted at all public entrances to the Charter School warning visitors not to enter if they have COVID-19 symptoms.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms may be provided with Independent Study opportunities to support their academic success to the greatest extent possible during exclusion.

- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify the COVID-19 Compliance Officer, who will consult with other Charter School staff to determine whether the student or staff member can continue coming to school with a modified quarantine in light of current guidance and this Policy.
- Per Cal/OSHA requirements, the Charter School shall exclude staff members who have symptoms consistent with COVID-19 or who have had a close contact with a positive COVID-19 case and are not vaccinated.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- Implement health screenings of students and staff upon arrival at school (see Section 2).
- To the extent that non-parent visitors are required to enter the Charter School Campus, the School will take the following precautions:
  - Non-parental visitors will be allowed on campus via appointment only.
  - Non-parental visitors must pre-register in a visitor's log, which includes the visitor's name, email address, and phone number.
  - Non-parental visitors will only be allowed to enter specific areas to conduct their business.
  - Visitors to MSA-2, 3, 4, 6, and 8 must complete daily screening questions using LAUSD's Daily Pass or at the entrance to the school.

## **2. Wellness Checks and Temperature Screenings:**

- *COVID-19 Symptoms.* Currently, the CDC has identified the following as potential symptoms of COVID-19:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea

- In-person wellness checks administered under this Policy shall:
  - Confirm that the subject has not experienced COVID-19 symptoms in the prior 48 hours or potentially been exposed to COVID-19, by soliciting the following information:
    - Have you had any one or more of these symptoms today or within the past 48 hours? Are these symptoms new or not explained by another reason?
      - Fever or chills
      - Cough
      - Shortness of breath or difficulty breathing
      - Fatigue
      - Muscle or body aches
      - Headache
      - New loss of taste or smell
      - Sore throat
      - Congestion or runny nose
      - Nausea or vomiting
      - Diarrhea
    - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the person is isolated.
  - If the student, staff, parent, or, visitor answers “no” to all questions, he or she may enter the school.
  - If the student, staff, parent, or visitor answers “yes” to any of the questions, he or she may not enter the school. Employees, parents, and visitors answering “yes” must leave immediately and will be instructed to self-isolate until further instructions are given by the COVID-19 Compliance Officer. Students answering “yes” will be isolated and must leave as soon as pickup can be arranged and then will be instructed likewise.
  - Students, staff, parents, or, visitors have had close contact with an individual who has tested positive shall return home to self-quarantine as per CDPH and local guidance.
    - However, the Charter School will not exclude such individuals with close contact exposure and not require them to return home or self-isolate if they are both asymptomatic and fully-vaccinated against COVID-19. Should an asymptomatic and fully-vaccinated individual be exposed to COVID-19,

the Charter School reserves the right to request proof of vaccination for COVID-19 before allowing the individual on campus.

- Students and staff are encouraged to screen themselves for symptoms at home before coming to campus.
- Students and staff of MSA-2, 3, 4, 6, and 8 may be subject to further health check procedures as required by LAUSD.
- A check in area should be established on campus for health screenings to be performed privately and with enough space to allow physical distancing.
- *Campus Screening Logistics:*
  - Each employee and visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - Temperature and wellness screenings will be performed by a trained school employee at all Charter School Campuses to the extent feasible.

**3. COVID-19 Compliance Task Force and Compliance Officer.** State and local health orders require that schools designate a task force and liaison to be responsible for receiving and sharing information on COVID-19 policies, positive cases, and exposures. The Charter School shall comply with these requirements by implementing the following measures:

- The Charter School will comply with and implement the “COVID-19 Exposure Management Plan Guidance in TK-12 Schools,” promulgated by the Los Angeles County Department of Public Health (“LAC DPH”). If the LAC DPH Exposure Management Plan is updated such that this Policy becomes materially inconsistent with it, the Charter School will follow the current Exposure Management Plan.
- The Charter School will establish a Compliance Task Force. The Compliance Task Force is responsible for establishing and enforcing all COVID-19 safety protocols, as well as ensuring all Charter School students and staff receive appropriate COVID-19 education. The names and contact information for all Compliance Task Force members are referenced above on pages one and two of this policy
- The Charter School will designate a “COVID-19 Compliance Officer,” to act as a liaison between the local county public health department and the Charter School, in the event of a COVID-19 cluster or outbreak at the Charter School. The name and contact information for the Charter School’s COVID-19 Compliance Officer is referenced above on pages one and two of this policy.
- The COVID-19 Compliance Officer shall monitor trends in absences and the prevalence of symptoms and illnesses among students and staff on campus to help isolate them promptly, as needed.

- The COVID-19 Compliance Officer shall be the point of contact responsible for sharing information on positive cases and exposures to relevant state and local health departments, as detailed in the Exposure Management Plan section of this Policy.
- The COVID-19 Compliance Officer shall conduct COVID-19 Task Force meetings no less than twice per month to identify areas for improving the enforcement and results of this Policy.

**4. COVID-19 Testing and Reporting.** Testing, in conjunction with vaccination, face masking, and other safety protocols, is a key factor in preventing COVID-19 infection. In keeping with the recommendations and requirements of state and local health departments, the Charter School shall implement the following testing and reporting procedures:

- When testing students or employees for COVID-19, the Charter School will use Polymerase Chain Reaction ("PCR") testing.
- Testing will be applied on symptomatic<sup>1</sup>, response<sup>2</sup>, and asymptomatic<sup>3</sup> bases.
- The Charter School's COVID-19 Compliance Officer must be made aware of all positive student and staff test results and shall report those results to local public health officials as required by law.
- Per Cal/OSHA Emergency Temporary Standards, the Charter School will provide testing at no cost to employees during paid time for:
  - Symptomatic unvaccinated employees, regardless of whether there is a known exposure,
  - Unvaccinated employees after an exposure,
  - Vaccinated employees after an exposure if they develop symptoms,
  - Unvaccinated employees in an outbreak (three or more employee cases), or
  - All employees in a major outbreak (20 or more employee cases).
- Testing Required in San Diego County:

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<sup>1</sup> Symptomatic testing "is used for individuals with symptoms of COVID-19, either at home or at school."

<sup>2</sup> Response testing "is used to identify positive individuals once a case has been identified in a given stable group. Response-based testing can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with SARS-CoV-2."

<sup>3</sup> Asymptomatic testing is "used for surveillance, usually at a cadence of every 2 weeks or less frequently, to understand whether schools have higher or lower rates of COVID19 rates than the community, to guide decisions about safety for schools and school administrators, and to inform LHDs about district level in-school rates. Asymptomatic testing can also be used for screening, usually at a higher cadence (weekly or twice weekly) than surveillance testing, to identify asymptomatic or pre-symptomatic cases, in order to exclude cases that might otherwise contribute to in-school transmission."

- No student testing will be required at MSA-SD at this time due to local transmission rates. However, the Charter School reserves the right to exclude MSA-SD students from campus who are either symptomatic for COVID-19 or who have been exposed to COVID-19, until all time and symptom criteria have been reached, consistent with public health guidance and as stated in this Policy. The Charter School will also continue to monitor local case rates to determine whether any further COVID-19 testing of students is necessary.
- Consistent with California’s “State Public Health Officer Order of August 11, 2021,” all MSA-SD employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School’s COVID-19 employee vaccination policy.
- Testing Required at Magnolia Science Academy MSA- 2, 3, 4, 6, and 8:
  - Beginning August 1, 2021, or upon return to campus, whichever is later, all students and employees will be required to submit to baseline COVID-19 testing before returning to campus.
  - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing weekly, regardless of COVID-19 vaccination status.
  - Individuals vaccinated as part of the vaccination program carried out by the Los Angeles Unified School District do not need to provide proof of vaccination to the District.
  - All students and employees must undergo symptomatic and response testing for COVID-19, as needed
- Testing Required at MSA-1, 5 and 7:
  - All students must test for COVID-19 at least once per week. However, students who are fully vaccinated against COVID-19 and provide the Charter School with proof of COVID-19 vaccination may forego such testing. Proof of vaccination should be submitted to the Charter School’s office.
  - Consistent with California’s “State Public Health Officer Order of August 11, 2021,” all MSA-1, 5 and 7 employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School’s COVID-19 employee vaccination policy.
- Testing Required at MSA-SA:

- All students must test for COVID-19 at least once per week. However, students who are fully vaccinated against COVID-19 and provide the Charter School with proof of COVID-19 vaccination may forego such testing. Proof of vaccination should be submitted to the Charter School's office.
- Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-SA employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.
- When testing students or employees for COVID-19, the Charter School will require PCR testing.
- Additional levels of employee and student COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the Home Office COVID-19 Response Team, where required by Cal/OSHA regulations, or where otherwise required by law or public health guidance. The Charter School reserves the right to require employees undergo additional frequencies of COVID-19 testing, consistent with applicable authority, and directives from public health authorities as well as the School's authorizer, regardless of an employee's COVID-19 vaccination status.
- Consistent with Cal/OSHA regulations and applicable law, the School must impose different health and safety requirements depending on an employee's COVID-19 vaccination status. Cal/OSHA defines an individual as fully vaccinated when "the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO)." As a result, to forego any potential COVID-19 health and safety restrictions, such as exclusion/quarantine periods, some COVID-19 testing and other directives, employees must provide the Charter School with proof of COVID-19 vaccination or complete a COVID-19 vaccination status attestation. Employees who are either unvaccinated or who decline to provide the Charter School with proof of COVID-19 vaccination or attest to their COVID-19 vaccination status will be considered unvaccinated, and must comply with all health and safety directives, as stated in this Policy.
- For staff and student-wide testing, all staff and students shall be tested, except any staff and students who have no contact with others and do not report to campus.
- The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.



- If county-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the student and staff test results and report those results to local public health officials.
- Student consent for testing:
  - For Charter School Students aged 12 and under, the Charter School will require parental consent for COVID-19 testing.
  - Pursuant to California Family Code Section §6926 and CDPH guidance, Charter School Students aged 13 to 17 may consent to COVID-19 testing on their own.
  - Charter School students aged 18 and older do not need parental consent for COVID-19 testing.
- Students who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, will not be allowed to return to in-person instruction or otherwise enter the Charter School Campus. Both the testing and the reporting are required under applicable public health guidance and legal authority.
- For staff who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, the Charter School reserves the right to discipline an employee for such non-compliance, up to and including termination from at-will employment.
- Consistent with applicable law, the Charter School will consider accommodations from mandatory testing for medical reasons and any other lawfully recognized reason. Employees or students and/or parents/guardians who wish to request an accommodation for themselves or their child can contact the Charter School. The Charter School cannot guarantee the availability of particular accommodation and will process all requests for accommodation consistent with MPS policies and applicable law.
- The Charter School must maintain confidentiality of test results, other than reporting the results to local public health officials. All medical information about any employee must be stored separately from the employee's personnel file in order to limit access to this confidential information. The Charter School should have a separate confidential medical file for each employee where the Charter School can store all of that employee's medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing the employee needs time off due to COVID-19, etc. For students, the Charter School will take similar precautions to safeguard the students' privacy and confidentiality, consistent with FERPA and all relevant legal requirements.



- All volunteers, contractors, vendors and other adults supporting Charter School functions on any MPS campus must comply with applicable COVID-19 testing requirements, as stated in the COVID-19 Vaccination Policy.
- In the event of a positive test result of a student or family member:
  - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
  - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 5 below.

**5. Exposure Management Policy.** Preventing and minimizing the spread of COVID-19 within the Charter School Community requires a sound policy for managing exposure to infected individuals. The Charter School will follow the exposure management provisions of the “COVID-19 Exposure Management Plan Guidance in TK-12 Schools,” promulgated by the LAC DPH as well as “COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year” promulgated by the CDPH. In the event that this protocol is updated so that it materially conflicts with the measures laid out in this Policy, the Charter School will follow the updated protocol; otherwise, the following measures shall be followed:

- Per AB 86 and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department. The COVID-19 Compliance Officer shall report every positive COVID-19 case to the appropriate county authority.
- All MSA campuses will maintain classroom seating charts to facilitate future identification of close contacts.
- Potential Exposure: In the event of notice of potential exposure,<sup>4</sup> with regards to its employees, the Charter School will follow all steps set forth in its Injury and Illness Prevention Program COVID-19 Addendum.
- In the event of a suspected COVID-19 case:
  - The Charter School will identify an isolation room and quarantine room and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms or who is determined to

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<sup>4</sup> Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School’s testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the school site. (Labor Code § 6409.6, subd. (d)(3).)

have come into close contact with a confirmed case. The isolation and quarantine rooms shall be separate rooms.

- Isolation of students, employees, and visitors exhibiting symptoms of COVID-19 will occur without regard to vaccination and/or recent testing status.
  - Any students, staff, or visitors exhibiting symptoms should immediately be required to wear a face covering and wait in the separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
  - Students in the isolation and quarantine areas will be monitored by a staff member.
  - Parents/guardians will be required to pick up their students within one hour. Parents/guardians should take the student to get a PCR COVID-19 test immediately and, if a student of MSA- 2, 3, 4, 6, or 8, should upload the test result to the LAUSD Daily Pass system or otherwise provide a copy to the school.
  - A log will be kept of all persons entering the isolation and quarantine areas.
  - Students will be grouped by stable group or class when possible in the quarantine area.
  - Physical distancing of six feet or greater will be maintained in the isolation and quarantine areas.
- Symptomatic individuals who test negative for COVID-19 can return 24 hours after resolution of fever (if any) and improvement in symptoms.
    - Documentation of a negative test result should be provided to school administrators.
    - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanation for symptoms and reason for not ordering COVID-19 testing.
    - Symptomatic individuals who neither test for COVID-19 nor consult with a medical professional must isolate at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset.
  - In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH and local public health guidance, including implementation of the following practices:
    - The Charter School will provide notifications to the local public health department of any known case of COVID-19 among any student, employee, or visitor or other school-associated person who was present on a Charter School campus within the 14 days preceding COVID-19 symptoms, or 10 days before a positive test result.
    - MSA Los Angeles COVID-19 Compliance Officers will notify the Los Angeles County Department of Public Health of any COVID-19 hospitalizations or deaths among students or staff by sending a notification to ACDC-Education@ph.lacounty.gov.

- Notifications will be provided by the Home Office COVID-19 Response Team depending on the county where the school is located.
- For Los Angeles campuses: The COVID-19 Compliance Officer will instruct the individual who tested positive to follow the LACDPH COVID-19 Home Isolation instructions and will inform the positive case that LACDPH will contact them directly to collect additional information and to issue a Health Officer Order to quarantine.
- All students and staff of MSA- 2, 3, 4, 6, and 8 campuses will be contacted by the LAUSD Community Engagement team to be instructed on isolation and to provide further information.
- The notification to the local public health department must include:
  - 1) The full name, address, telephone number, and date of birth of the individual who tested positive;
  - 2) The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
  - 3) The full name, address, and telephone number of the person making the report.
  - For San Diego Charter School locations, the public health department should be notified either via phone at (888) 950-9905, or online at [www.coronavirus-sd.com](http://www.coronavirus-sd.com). The notification should list the following information: 1) The name of the person reporting, 2) the Charter School name and district, 3) the Charter School address, 4) your position at the Charter School. For the individual diagnosed with COVID-19, the notification should list the individual's: 1) Name, 2) date of birth, 3) contact information (phone number and email), 4) the individual's last date on the Charter School campus, and 5) any additionally relevant comments.
  - For Los Angeles County Charter School locations: The Charter School will contact the LAC DPH as consistent with its "Protocol for COVID-19 Exposure Management Plan in K-12 Schools,"<sup>5</sup> and either by:
    - 1) Using the LACDPH reporting portal, or:
      - <http://www.redcap.link/lacdph.educationsector.covidreport>

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<sup>5</sup>This document may be found at:

[http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf)

- 2) Downloading and completing the COVID-19 Case and Contact Line List for the Education Sector and sending it to [ACDC-Education@ph.lacounty.gov](mailto:ACDC-Education@ph.lacounty.gov).
- 3) Schools having difficulty reporting COVID-19 cases to LACDPH can call (833) 707-0319, Monday through Friday from 8 a.m. to 5 p.m.
  - For Orange County Charter School locations: Contact the Orange County Public Health Department via phone at 714-834-8180, or via email at [epi@ochca.com](mailto:epi@ochca.com).
- Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
- Close off areas used by any sick person and do not use before cleaning and disinfection.
- Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
- Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
- Implement communication plans for exposure at school and potential school closures in the event of an outbreak or other necessary circumstances, to include outreach to students, parents, teachers, staff and the community.
- Include information for staff regarding labor laws, California Supplemental Paid Sick Leave, emergency paid sick leave and extended family and medical leave pursuant to the FFCRA, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Maintain regular communications with the local public health department.
- Recommend testing for all students, employees, and visitors in close contact with the confirmed COVID-19 case, consistent with recommendations from the CDPH and local public health departments.
- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.
- If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using independent study. Independent study shall include all of the following:
  - Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;
  - Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;

- Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;
- Special education, related services, and any other services required by a student’s individualized education program, with accommodations necessary to ensure that individualized education program can be executed in an independent study learning environment;
- Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
- Providing synchronous instruction as required by law.
  - “Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
    - For TK/K-3 opportunities must occur daily.
    - For 4-8 opportunities must occur weekly along with daily live interaction.
    - For 9-12 opportunities must occur weekly.
    - Can be classroom style, designated small group, or one-on-one.
  - The “teacher of record for that pupil” pursuant to Section 51747.5 is the assigned supervising teacher who must be an employee. There is not more than one supervising teacher.
- Charter School will document each pupil’s participation in synchronous instruction.
- Continuing to provide school meals.
- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- If the COVID-19 case was present on the Charter School campus, the individual must be excluded from campus for at least 10 days from COVID-19 symptom onset, or if

asymptomatic, 10 days from the date the specimen was collected for the positive COVID-19 test.

- In the event of a cluster (three or more cases within 14 days), the Charter School will contact local county public health officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.<sup>6</sup>
- In the event of an outbreak or cluster at a Charter School:
  - The Charter School CTF and COVID-19 Compliance Officer will work closely with local county public health officials, timely provide all required information, and otherwise comply with all CDPH and local guidance regarding outbreaks.<sup>7</sup>
  - The COVID-19 Compliance Officer for MSA Los Angeles campuses will immediately call the LACDPH at (833) 707-0319 or submit an online report at <http://www.redcap.link/lacdph.educationsector.covidreport>.
  - The Charter School will notify students, families, employees, and stakeholders that the Charter School and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
  - The Charter School will additionally notify all stakeholders if the school is to be closed for 14 days due to widespread and/or ongoing transmission of COVID-19 at the school or in the general community.
  - The Charter School will identify absenteeism among those in affected classes and coordinate with the LHD to contact these absentees to screen for symptoms of COVID-19 if they were exposed to a case during the case's infectious period.
  - Limit visitors to the affected Charter School campus, except for those that are essential to the Charter School's mission. Law Enforcement Personnel (Sheriff and Police), Fire, Medical, Emergency, or government employees who are responding to, working at, or inspecting the facility will be allowed to access the Charter School campus.
  - Discontinue all non-essential in-person group activities at the Charter School Campus during the outbreak.

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<sup>6</sup> In the event of a "cluster," Los Angeles County Charter Schools must specifically report such information to the LAC DPH at LADPH at [ACDC-Education@ph.lacounty.gov](mailto:ACDC-Education@ph.lacounty.gov) or by calling (888) 397-3993.

<sup>7</sup> In the event of an outbreak, all Charter School locations will comply with guidance titled "Management of Outbreaks of COVID-19," issued by the LAC DPH. This protocol can be found at: [http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement_K12Schools.pdf). In the event that other state or local guidance provides more stringent outbreak protocol, the Charter School will comply with such protocol.

- Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.
- Close Contacts and Quarantine
  - A “Close Contact” is spending a total of fifteen minutes or more over a 24-hour period within 6 feet of an infected person or, in Los Angeles County, having had unprotected contact with the infected person’s body fluids and/or secretions of a person with confirmed COVID-19 (e.g., being coughed or sneezed on, sharing utensils or saliva, or providing care without using appropriate protective equipment).
  - An individual will only be considered a close contact if the Charter School is reasonably sure that they meet the above definition. Individuals will not be deemed a close contact solely because they were in the same classroom or school group as a confirmed COVID-19 case, regardless of actual proximity to the confirmed case.
  - “Fully vaccinated” refers to those who have received either a single dose vaccine or the second dose of a two-dose vaccine over two weeks ago.
  - For Los Angeles Campuses: when notifying any individual that they are a close contact of a positive case, the COVID-19 Compliance Officer will provide that individual with a copy of the LACDPH Public Health Emergency Quarantine Order. Notifications that an individual is a close contact will also contain all messages required to be included pursuant to the LACDPH K-12 Exposure management plan guidance.
  - *Quarantine rules for fully vaccinated students at MSA 1, 5, 7, and Santa Ana, and San Diego.* Fully vaccinated students and students who have recovered from laboratory-confirmed COVID-19 within the last 90 days who come into close contact indoors with an individual who tests positive for COVID-19 may continue to attend school and do not need to quarantine so long as the student self-monitors for symptoms for 14 days and does not display symptoms of COVID-19. It is still recommended that these students get tested.
  - *Quarantine rules for fully vaccinated students at MSA-2, 3, 4, 6, and 8.* Fully vaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 may continue to attend school and do not need to quarantine so long as the student self-monitors for symptoms for 14 days, does not display symptoms of COVID-19, and continues to test with the weekly mobile testing team.
  - *Quarantine rules for unvaccinated students at MSA- 1, 5, 7, and Santa Ana, and San Diego.*
    - Modified Quarantine. Unvaccinated students who come into close contact with an individual who tests positive for COVID-19, while both parties were in a school setting supervised by staff and were correctly wearing masks for



the entire exposure period, may continue to attend school during a modified 10-day quarantine, so long as they i) do not show symptoms of COVID-19, ii) continue to mask indoors *and outdoors* while at school, iii) undergo at least twice weekly PCR or antigen testing at a healthcare setting or certified testing site during the ten day quarantine, and iv) continue to quarantine from all extracurricular activities including sports and activities within the community setting. When not attending in-person instruction, students undergoing modified quarantine must otherwise remain at home for the duration of their quarantine. Modified quarantine is not available if the exposed student is part of a TK-12 outbreak. All exposed students must quarantine at home during an outbreak. Students undergoing modified quarantine must eat six feet from other students. Modified Quarantine may end after the Day 7 from exposure if the second test taken during quarantine is performed on or after Day 5 from exposure and is negative and the student remains asymptomatic.

- Standard Quarantine. Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 while either the student or infected individual was not wearing a mask, must quarantine away from school until after i) ten days following the date of last exposure, or ii) seven days after the date of last exposure if a COVID-19 test performed on or after the fifth day is negative. This applies only if the student i) remains asymptomatic, ii) continues daily self-monitoring for symptoms for 14 days from exposure, and iii) continues wearing a mask, avoiding crowds, and washing hands for 14 days from exposure.
- If any symptoms develop during the 14-day period after exposure under any type of quarantine, the exposed person must immediately isolate, get tested, and contact their healthcare provider with any questions regarding their care.
- *Quarantine rules for unvaccinated students at MSA 2, 3, 4, 6, and 8.*
  - Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 will complete a ten day quarantine and return on day eleven if they remain asymptomatic for the duration of quarantine unless the exposed student ends quarantine sooner by receiving a negative result on a test taken on or after the fifth day from exposure.
  - Students undergoing quarantine who get tested for COVID-19 on or after the fifth day from exposure to the confirmed case may return to school on day 8 once proof of a negative test is submitted through the Daily Pass system, but the student must continue to self-monitor for symptoms through day 14 from



- exposure. The student will be cleared to return to school through the Daily Pass system.
- Students at MSA 2, 3, 4, 6, and 8 who complete their quarantine period will be cleared to return to school via the Daily Pass system.
  - All asymptomatic close contacts that have quarantined due to potential exposure will be able to test at any COVID-19 test site or with a mobile testing team, so long as they remain asymptomatic.
  - Unvaccinated students and employees who have recovered from laboratory-confirmed COVID-19 within the last 90 days and are close contacts to a confirmed case are not required to quarantine or test for COVID-19 following exposure unless they develop new onset symptoms.
- Students at MSA Los Angeles campuses may only use a COVID-19 test to shorten their quarantine period if the test is an FDA-authorized viral COVID-19 test, including a Nucleic Acid Amplification Test (NAAT, such as a PCR test) or an antigen test, that is collected and performed in a healthcare setting or certified testing site.
  - Quarantine rules for all employees are stated in the COVID-19 Injury and Illness Prevention Program (“IIPP”) addendum.
- For individuals who test positive for COVID-19:
    - Checking for false positives on Los Angeles Unified School District Sites only (MSA-2, 3, 4, 6 and 8):
      - To reduce unnecessary anxiety and isolation/quarantine of students and staff, the Charter School shall re-test asymptomatic individuals who have tested positive for COVID-19 as required by the Los Angeles Unified School District.
      - If an individual (student or staff) receives a positive test result, the Los Angeles Unified School District Community Engagement Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
      - *Symptomatic Positive Case.* If the individual is determined to be symptomatic, has a known exposure to a positive case, and/or is in a high prevalence setting (i.e., a campus with more than one active case), the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for 10 days and quarantine all close contacts per Los Angeles County Department of Public Health guidelines.
      - *Asymptomatic Positive Case.* If the individual is determined to be asymptomatic, has no known exposure, and is in a low prevalence setting (i.e., a campus with more than one active case), the individual will be asked to

- isolate, and all close contacts will be asked to quarantine. The individual will be directed to re-test within 48 hours of the positive sample collection.
- If the confirmatory test returns a negative result, the Los Angeles County Department of Public Health will approve the false positive request and report it to the State of California. The individual is thereafter released from isolation and all close contacts are released from quarantine. The Los Angeles Unified School District Community Engagement Team will then deactivate the positive case and be permitted to access District sites again.
  - If the confirmatory test returns a positive result, the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for the minimum of 10 days and all close contacts will continue to quarantine per Los Angeles County Department of Public Health guidelines. The individual will not be permitted to access district owned sites in the meantime.
- Checking for false positives at all other MSA campuses:
    - If an individual (student or staff) receives a positive test result, the COVID-19 Home Office Response Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
    - All students and staff who test positive for COVID-19 and are determined to be asymptomatic will be strongly encouraged to re-test within 48 hours of the initial positive sample collection.
    - If the confirmatory test is negative the COVID-19 Home Office Response Team will alert the local public health department to the false positive and will release the individual from isolation and will alert all known close contacts that they may cease quarantining.
    - If the confirmatory test is positive, the individual shall continue to isolate and all close contacts shall continue to quarantine.
  - Persons with COVID-19 who have symptoms may discontinue [self-isolation](#) under the following conditions:
    - At least 10 days have passed since symptom onset; AND
    - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
    - Other symptoms have improved
  - Persons with COVID-19 who are **asymptomatic** may discontinue isolation under the following conditions:

- At least 10 days have passed since the date of the first positive COVID-19 diagnostic test. If they develop symptoms, then the strategies for discontinuing isolation for symptomatic persons (see above) should be used.
    - The School will comply with Cal/OSHA regulations regarding when employees may return to work after exposure. All employees with close contacts COVID-19 exposure shall be excluded from the Charter School campus until the following criteria have been satisfied:
      - If the employee does not develop any COVID-19 symptoms, the employee may return to work when ten (10) days have passed since the last known close contact exposure.
      - If an employee develops any COVID-19 symptoms, the employee may return after:
        - 1) The employee tested negative for COVID-19 using a polymerase chain reaction (“PCR”) COVID-19 test with specimen taken after the onset of symptoms;
        - 2) At least ten (10) days have passed since the last known close contact; and
        - 3) The person has been symptom-free for at least twenty-four (24) hours, without using fever-reducing medications.
    - Employees with close contacts exposure are not required to be excluded from the Charter School campus after close contact COVID-19 exposure if either of the following apply:
      - 1) The employee was fully vaccinated before the close contact and has not developed any COVID-19 symptoms; or
      - 2) The employee has remained free of COVID-19 symptoms, for ninety (90) days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed COVID-19 symptoms, for ninety (90) days after the first positive test.
  - Subsequent School Closure Criteria:
    - Charter School campuses that are open for in-person instruction may subsequently and temporarily close for in-person instruction based on the following criteria:
      - As determined by and in consultation with the local health department
    - After closure, the Charter School may reopen after 14 days, cleaning, disinfection, conclusion of a public health investigation, and local health department consultation.

## 6. Sanitizing/hygiene materials and practices:

- The Charter School will develop plans and routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- Trash cans will be placed near restroom doors and students and staff will be instructed to use a paper towel to prevent touching the handle with their hands.
- A restroom will need to be dedicated for individuals in the isolation area. This restroom must be cleaned and sanitized before other occupants may use it.
- If handwashing stations near classrooms are not practicable, and to facilitate use by students and staff as needed, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers). This hand sanitizer will be made available to both students and staff at all strategic locations throughout the Charter School Campus.
- The Charter School will not use hand sanitizer with isopropyl alcohol as the main ingredient.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Children under age 9 should only use hand sanitizer under adult supervision. Hand sanitizer will also not be left out in the open in classrooms for students under the age of 9.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

**7. Routine cleaning and disinfecting:** The Charter School will maintain a high level of cleanliness throughout the year to help reduce the risk of exposure to and spread of COVID-19 at the school site. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the [U.S. Environmental Protection Agency COVID-19](#) list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

- Custodial staff will perform routine and thorough cleaning once per day, and when students are not present. When cleaning, the space will be aired out before children arrive.
- Routine cleaning practices include, but are not limited to:
  - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
  - Dusting hard surfaces;
  - Damp wiping of hard surfaces to ensure they are free of debris;
  - Wet mopping of floors;
  - Vacuuming carpets and mats.
- Health Office areas, including the general health office, isolation area, and quarantine area, may require more frequent cleaning and rapid response, as needed.
- Student restrooms will be serviced at least twice a day and will be fully cleaned and disinfected using electrostatic equipment by the night cleaning crew once per day.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse's office, counseling and student support areas, staff offices, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.
- Cleaning and Disinfection after a Confirmed Case on Campus:
  - If an individual confirmed to have COVID-19 was on campus, the Charter School will complete enhanced cleaning and disinfection procedures in the spaces occupied by the confirmed COVID-19 case.
  - Employees completing this cleaning must wear a mask and gloves at all times and will refer to Material Safety Data Sheets or follow the instructions on the chemical labels.
  - When disinfecting, the Charter School will use an EPA-registered disinfectant that is approved for emerging pathogens.
  - Custodians will focus on immediate areas occupied by the confirmed COVID-19 case.
  - Custodians will clean and disinfect:
    - All non-porous surfaces in the ill occupant's space/office, as well as on shared equipment (like tablets, touch screens, keyboards, remote controls) in bathrooms and shared spaces used by the ill person. Cleaning and disinfection will also focus on high-touch surfaces (e.g. desk, table, hardbacked chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones).
    - On porous surfaces (e.g., carpets, chairs) in the confirmed COVID-19 case's space or office, custodians will remove visible contamination, clean with

appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.

- The space(s) where the confirmed COVID-19 case was present may be reoccupied once these cleaning and disinfection procedures have been completed.
- The Charter School will ensure proper ventilation during all cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- The Charter School will comply with [CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools](#) to the greatest extent practicable for each facility.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, restroom surfaces and door handles, will be routinely cleaned.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and require staff to follow product instructions. MSA-2, 3, 4, 6, and 8 will use disinfectants from the LAUSD's List of Approved Hand Sanitizers and Disinfectants.
  - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
  - The Charter School will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
  - Staff shall follow label directions for appropriate dilution rates and contact times.
  - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.

Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.

**8. Facility measures:** The Charter School will incorporate CDE guidance measures for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will regularly inspect and test ventilation systems and fans to confirm they operate properly and will increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
  - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- HVAC systems will be set to maximize indoor/outdoor air exchanges unless outdoor conditions (recent fire, high outdoor temperature, humidity, and pollen levels) make this inappropriate.
- If an HVAC system becomes nonoperational, additional ventilation should be provided with the use of fans or relocating classes until repairs are completed.
- The COVID-19 isolation and quarantine areas should be outdoors when feasible to maximize ventilation and minimize exposures to COVID-19 infection. Under no circumstances should an isolation or quarantine area be in a room without a functioning HVAC system.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

**9. Physical distancing:** The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between students on campus as much as is feasible, including maximizing physical distance as much as possible while eating (especially indoors), using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing, and arrange for eating outdoors as much as feasible.

- In areas where physical distancing is not feasible, clear plastic or solid surface barriers that can be cleaned often may be used.



- Employees will be encouraged to eat outdoors. They may also eat at their desk or cubicle if these areas are enclosed as a separate room, provide more distance, or include barriers.

#### 10. **Extracurricular Activities:**

- All extracurricular activities operated by or supervised by school personnel or occurring on a school site, whether or not occurring during school hours, will be undertaken in compliance with this policy and all required public health measures applicable to K-12 schools. This applies to sports, band, chorus, clubs, and other similar activities and organizations. All MSA campuses will operate and supervise extracurricular activities in compliance with the latest California Department of Public Health K-12 guidance and any other relevant state or county guidance on sports and extracurricular activities.
- MSA Los Angeles sports programs will observe all required elements of the most updated version of the Los Angeles County Department of Public Health’s “COVID-19 Exposure Management Plan Guidance, Youth Recreational Sports Programs” and the Los Angeles County Department of Public Health’s “Protocol for Organized Youth Sports: Appendix S” in addition to any future binding guidance applicable to K-12 youth sports programs.
  - Each Los Angeles campus’s COVID-19 Compliance Officer shall fulfill the duties of the COVID-19 Organized Youth Sports Program Compliance Officer, as those duties are described in LACDPH’s sports-related COVID-19 guidance.
  - Each Los Angeles campus’s COVID-19 Compliance Officer shall ensure that the required LACDPH youth sports exposure management protocols are followed in accordance with current guidance.
  - Each Los Angeles campus’s COVID-19 Compliance Officer shall ensure that all mandatory testing required by the LACDPH’s youth sports guidance is conducted in accordance with current guidance.
- All MSA extracurricular programs will keep updated rosters of all participating students and staff to facilitate identification of close contacts.
- Students of MSA 2, 3, 4, 6 and 8 will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.
- All indoor sports must be played with masks on, unless doing so is recognized as unsafe by a well-recognized health authority, such as the American Academy of Pediatrics.
- Theater, music, dance, and similar classes and clubs should maintain physical distancing, in addition to the use of face masks where possible.



- When engaged in activities that could generate respiratory droplets such as enunciating (i.e., theater workshops) or dancing, physical distancing should be increased and activities should be conducted outdoors where possible.
- Music classes that involve playing instruments in a group setting where a face mask must be removed to play must be held outdoors or observe the following precautions:
  - Use modified face coverings that allows for direct contact with the instrument mouthpiece whenever they are playing the instrument, to be replaced by a standard face covering when not actively playing,
  - Use bell coverings when playing wind and brass instruments indoors, and
  - Conduct weekly PCR or antigen testing of all participants regardless of vaccination status,
  - Note that individuals may practice instruments indoors if they are alone in a studio or practice room with the doors closed.

**11. Use of Face Coverings:** The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidance and this Policy unless a person is subject to exemption.

- All students must wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space, unless exempted from doing so pursuant to the accommodation procedures laid out in this Policy.
- All adults in K-12 school setting, including all teachers, staff, parents, visitors, and outside workers, must wear a mask when in any indoor space shared with students or other staff.
- Face masks are required without regard to vaccination status.
- Face masks are optional when outside.
- Proper use of cloth face coverings will be strictly enforced. The Charter School will exclude from campus anyone who refuses to wear a face mask if not exempted pursuant to this Policy. Students excluded from campus for refusing to wear a mask without a valid exemption will be provided alternative educational opportunities to the greatest extent possible.
- Face masks and face shields may be removed for meals, snacks, naptime, showers, or outdoor recreation, or when needing to be replaced. When any type of face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.

- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.
- Employees should wear a clean face mask to work every day.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- The Charter School will post signs regarding the need for, proper use, removal, and washing of face coverings and shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- When pedagogically necessary, Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others to the extent practicable. Staff must return to wearing a face covering outside of the classroom, unless otherwise exempted.
- The Charter School will evaluate any employee's request for accommodation from the Charter School's facial covering policy/requirement pursuant to the MPS Employee Handbook and applicable law for all lawfully recognized accommodations. Employees requesting an accommodation from the facial covering policy/requirement must provide appropriate documentation and contact human resources.
- Per Los Angeles County Department of Health Guidance, employees based in Los Angeles County who are granted exemptions from wearing a mask while indoors must undergo COVID-19 testing at least twice per week, unless the employee provides proof of full vaccination against COVID-19.
- Accommodations for students:
  - Pursuant to CDPH Guidance on the use of face masks, individuals with a medical condition, mental health condition, or disability that prevents wearing a mask are to be accommodated with an exemption from mask wearing. This includes those who are hearing impaired as well as those who communicate with the hearing impaired.
  - If a student cannot wear a mask due to a medical condition, mental health condition, or disability, he or she should wear the next most effective alternative that can be tolerated, such as a transparent face shield with a cloth draping sealing the bottom.
  - Parents/guardians who believe their student may need an accommodation from the Charter School's facial covering policy and requirement should contact the Charter School principal.

- Upon receipt of appropriate documentation, the Charter School will evaluate requests for accommodation and determine what, if any accommodations the Charter School can provide.
- Assessment of whether a medical condition, mental health condition, or disability warrants a mask accommodation is a medical determination that must be made by a physician, nurse practitioner, or other licensed medical professional practicing under the license of a physician. Self-attestation and parental attestation for mask exemptions due to the aforementioned conditions do not constitute medical determinations.
- Students exempted from wearing a mask or face shield are strongly encouraged to be vaccinated against COVID-19 and to be tested for COVID-19 at least twice a week. If a student is exempt from wearing any type of face covering and is not vaccinated, the Charter School shall implement physical distancing and other isolation measures to the greatest degree feasible.

**12. Use of Gloves and Personal Protective Equipment:** The Charter School is no longer required by emergency public health orders to require the use of gloves and personal protective equipment. Any employee or student who wishes to wear gloves and/or personal protective equipment beyond the required facial coverings may do so, provided that they dispose of them safely and appropriately and do not wear gloves or personal protective equipment of a type or in a manner that interferes with their ability to perform their duties. Upon request, the Charter School will provide gloves, a face mask, protective gown, and a medical grade mask to any employee dealing with sick children, performing cleaning or disinfection, providing instruction to any students with a face mask exemption, or where there is an otherwise heightened likelihood of contact with respiratory secretions or other bodily fluid.

**13. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness.** Pursuant to state and local health guidance, the Charter School has developed the following measures to mitigate the risk of COVID-19 to vulnerable student groups:

- The Home Office COVID-19 Response Team or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Home Office COVID-19 Response Team or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected

or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:

- Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
  - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
  - Individuals who may not be able to communicate symptoms of illness.
- The Charter School is prepared for opening to provide Free Access to Public Education (“FAPE”) in the least restrictive environment (“LRE”) for each student. All students with disabilities will receive services according to their IEP. In accordance with IDEA, it is critical to reinforce the understanding that students receiving special education services, or 504 accommodations are general education students first. Balancing the educational needs with the health and well-being of students and staff is our top priority.
  - Every child and adolescent with a disability is entitled to FAPE and is entitled to special education services based on their individualized education program (IEP). The Charter School continuously review and problem solve to balance safety and service needs. In order to provide the required level of safety, systems, processes and service delivery models have been reviewed. Adherence to social distancing guidelines will be followed as feasible except for instances when the services outlined in a specific IEP call for closer proximity. This will be evaluated on a case-by-case basis. For example, additional provision of PPE supplies to staff (gloves, gowns, face shields and Plexiglas dividers) who are required to deliver hand-over-hand instruction or hygiene service needs for students.
  - Evaluations and Timelines:
    - All IDEA/ADA compliance timelines will be followed on schedule and in accordance with IDEA/ADA regulations. IEP Team meetings and 504 meetings that were missed due to the March school facility closures will be rescheduled and conducted as soon as possible, if not already conducted. All IEP team meetings and 504 meetings will be conducted virtually until the use of school facilities return to normal operations.
  - Services:
    - The IDEA allows for flexibility in determining how to meet the individualized needs of students receiving special education services. State guidelines for the delivery of special education and related services will be implemented while protecting the health and safety of students as well as the individuals providing the services.
    - If a student is unable to access their education in person due to medical or other circumstances, including the inability to wear a face covering, alternative means of delivering these services will be provided.

- The Charter School will provide appropriate protective equipment relative to the responsibilities of all Support Service Staff and disability needs.
- All Staff and students will receive training on the appropriate use of PPE and healthy hygiene practices that are proven to mitigate the spread of COVID-19.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
  - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
  - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
  - Individuals who may not be able to communicate symptoms of illness.

**14. COVID-19 Vaccination Policy for Employees.** The Charter School has adopted the following COVID-19 employee vaccination policy (“Employee Vaccination Policy”). The purpose of this Employee Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission (“EEOC”), Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and local health authorities.

- Pursuant to the California “State Public Health Officer Order of August 11, 2021,” (“Order”) all employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA-1, 5, 7, Santa Ana, and San Diego campuses must either provide the School with proof of COVID-19 vaccination status or test for COVID-19 at least once per week. For employees, this directive is a condition of both employment and continued employment.
- Pursuant to the LAUSD’s “COVID-19 Vaccination Requirement for Employees and Other Adults Working at District Facilities” document issued August 13, 2021, all employees, contractors and other adults providing services at any MSA-2, 3, 4, 6, and 8 campuses must be fully vaccinated against COVID-19 no later than October 15, 2021. This directive is a condition of both employment and continued employment.
- **Proof of COVID-19 Vaccination:**
  - Consistent with applicable law, the Charter School will only accept the following forms of proof of COVID-19 vaccination:

- COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
  - A photo of a Vaccination Record Card as a separate document; OR
  - A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
  - Documentation of COVID-19 vaccination from a health care provider; OR
  - Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
  - Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.
- Any MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MPS campus who either fails to provide proof of COVID-19 or provides proof of vaccination that is not consistent with the above-referenced acceptable forms of proof will be deemed unvaccinated.
- Employees may their submit proof of COVID-19 vaccination to the MPS Human Resources Department.
- The Charter School will securely maintain the confidentiality of employee COVID-19 vaccination data in strict compliance with all applicable legal authority.
- **COVID-19 Employee Testing:**
  - Pursuant to the Order, all MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA-1, 5, 7, Santa Ana, and San Diego campuses who are either unvaccinated or incompletely vaccinated must undergo COVID-19 testing at least once per week.
  - Previous history of COVID-19 from which the individual recovered more than ninety (90) days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.
  - As outlined above, all employees at any MSA-2, 3, 4, 6, and 8 campuses must test for COVID-19 at least once per week, regardless of COVID-19 vaccination status, as directed by the LAUSD.
- **Accommodations:** Employees may request an accommodation from COVID-19 vaccinations and/or COVID-19 testing due to a medical issue or sincerely held religious belief, practice or observance that may prevent an employee from vaccinating or testing for COVID-19. Upon receiving a request for accommodation from COVID-19 testing and/or vaccinations, the

Charter School will engage in the interactive process and determine what, if any accommodations can be provided. However, the Charter School may not be required to provide an employee with an accommodation, should it result in a direct threat to health and safety at the School or to the employee or if the accommodation will cause an undue hardship for the School, among other reasons.

- **Compliance Period:**
  - Employees at MSA-1, 5, 7, Santa Ana, and San Diego campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed unvaccinated and must be required to test for COVID-19 at least once per week. On or after October 15, 2021, employees to fail to test for COVID-19 will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.
  - Employees at MSA-2, 3, 4, 6, and 8 campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.
- **Non-Compliance:**
  - Any employee deemed to be in non-compliance with this policy may be subject to disciplinary action, up to and including termination from at-will employment.
  - The Charter School reserves the right to refuse entry to campus to any volunteer, vendor, contractor other adult supporting Charter School functions, should they fail to comply with the proof of vaccination and testing directives as stated in this Policy.
- All employees who have not yet vaccinated should do so outside of working hours. Employees who demonstrate they are unable to get vaccinated outside working hours may use either COVID-19 Supplemental Paid Sick Leave or accrued sick leave for time spent attending a COVID-19 vaccination appointment. In such cases, employees must consult with their supervisors regarding the best time to be excused to receive the vaccine and are responsible for arranging coverage during their absence to get vaccinated, if applicable.
- Employees who experience symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework may be entitled to COVID-19 Supplemental Paid Sick Leave, if available and upon request.
- The Charter School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine or for electing not to receive the COVID-19 vaccine.



However, the School reserves the right to appropriately discipline an employee for non-compliance with this policy, consistent with applicable law.

- As public health and legal guidance regarding COVID-19 vaccinations evolves, the Charter School reserves the right to revise this Employee Vaccination Policy. Upon any revision to this Employee Vaccination Policy, the Charter School will provide immediate notice in writing to all employees.
- Employee with any questions regarding the Charter School’s Employee Vaccination Policy may contact Human Resources Department at [hr@magnoliapublicschools.org](mailto:hr@magnoliapublicschools.org).

**15. COVID-19 Vaccination Policy for Students.** The Charter School has adopted the following COVID-19 student vaccination policy (“Student Vaccination Policy”). The purpose of this Student Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission (“EEOC”), Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and local health authorities.

- Pursuant to the directive of the Los Angeles Unified School District, all students of MSA 2, 3, 4, 6 and 8 who are eligible to receive COVID-19 vaccination must be vaccinated against COVID-19 by January 10, 2022, unless medically exempted, or they will not be permitted on campus. At this time, the Student Vaccination Policy applies only to students at MSA 2, 3, 4, 6 and 8.
- **Proof of Vaccination.**
  - Vaccination status can only be proven by one of the following methods acknowledged by the California Department of Public Health:
    - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control and Prevention or WHO Yellow Card) which includes the name of the person vaccinated, type of vaccine provided and date last dose administered; OR
    - A photo of a Vaccination Record Card as a separate document; OR
    - A photo of the client’s Vaccination Record Card stored on a phone or electronic device; OR
    - Documentation of COVID-19 vaccination from a health care provider; OR
    - Digital record that includes a QR code that when scanned by a SMART Health Card reader display to the reader client name, date of birth, vaccine dates and vaccine type.



- **Parental Consent.**
  - Parent/guardian consent is required for vaccination of students 12-17 years of age.
  - A student consent form is available at the Daily Pass Portal at <https://DailyPass.lausd.net> and is included to be filled out as part of the process of making an appointment to receive COVID-19 vaccination from the Los Angeles Unified School District.
  - Parents/guardians may be present at, but will not be required to attend, their child's appointment to receive a COVID-19 vaccination from the Los Angeles Unified School District.
- **Compliance Requirements.**
  - To provide proof of vaccination, parents/guardians must upload adequate documentary proof of vaccination to the Daily Pass system and ensure that the information appears in the "Vaccinations" tab of their student's Daily Pass. Students vaccinated by the Los Angeles Unified School District do not need to submit their vaccination record, as it will be automatically updated following receipt of the vaccine.
  - At this time, the Pfizer-BioNTech COVID-19 vaccine is the only vaccine approved for individuals aged 12 to 17. Students who are 18 or older may also use the Johnson & Johnson or Moderna vaccine to satisfy the vaccination requirement.
  - To meet the deadlines imposed by the Los Angeles Unified School District for student vaccination, students aged 12+ should receive their first dose of the Pfizer-BioNTech vaccine no later than 5 weeks prior, and second shot no later than two weeks prior, to the vaccination requirement deadline. To meet the vaccination deadline, students aged 18+ should receive the single dose of the Johnson & Johnson vaccine no later than two weeks prior to the vaccination deadline. And, to meet the deadline using the Moderna vaccine, students should receive their first shot no later than 6 weeks prior to their deadline with their second shot coming no later than two weeks prior to the vaccination requirement deadline.
  - To meet the January 10, 2022, deadline for providing proof of vaccination, all MSA 2, 3, 4, 6, and 8 students are required or recommended to receive vaccination as follows:
    - Students 12 and older who participate in in-person extracurricular activities will be required to receive their first dose of the Pfizer-BioNTech COVID-19 vaccine no later than October 3, 2021, and their second dose no later than October 31, 2021;

- Students who are 12 and older are recommended to receive their first dose by no later than November 12, 2021, and their second dose by no later than December 19, 2021;
  - Newly eligible students will be required to receive their first dose no later than 30 days after their 12th birthday and their second dose no later than eight weeks after their 12th birthday.
  - Newly enrolled students will be required to receive their first dose no later than 30 days after their enrollment date and their second dose no later than eight weeks after their enrollment date.
- Students of MSA 2, 3, 4, 6 and 8 who are 12 and older will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.
- **Exemptions and Conditional Admissions.**
  - Parents/guardians may apply for exemptions from the COVID-19 vaccine requirements only for medical reasons. The medical exemption process must be followed with the completion of the *Student Medical Exemption to the COVID-19 Vaccine* form and its submission via the Daily Pass portal.
  - Students who are not in compliance by the deadline may be conditionally admitted if they are in one of the following groups: 1) foster youth, 2) experiencing homelessness, 3) migrant, 4) military family, or 5) has an IEP.
  - There are no religious or personal belief exemptions to the Student Vaccination Policy. Because this Student Vaccination Policy is implemented at the directive of the Los Angeles Unified School District, the Charter School cannot grant exemptions outside of those granted through the District's Daily Pass process.
- MSA 2, 3, 4, 6, and 8 students who fail to comply with the Student Vaccination Policy by January 10, 2022, will be excluded from physically entering campus.
- MSA 2, 3, 4, 6 and 8 students will still be required to comply with all COVID-19 testing frequencies mandated by the Los Angeles Unified School District without regard to vaccination status.

**16. Communications to the Charter School Community:** The Charter School will keep families, staff, and the community informed, engaged, and in touch as the new school year begins, by implementing the following communications measures:

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.

- Communications will include a process for engaging families for potentially unknown concerns that may need to be accommodated.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and parents about new, COVID-19-related protocols, including:
  - Proper use, removal and washing of face coverings.
  - Screening practice.
  - How COVID-19 is spread.
  - COVID-19 specific symptom identification.
  - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19, including pertinent isolation and quarantine policies.
  - Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including any testing arranged by the Charter School.
  - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention.
  - Guidelines for families about when to keep students home from school.
  - Systems for self-reporting symptoms.
  - Criteria and plan to close schools again for physical attendance of students.
  - Changes in Charter School extracurricular, academic, and meal programs to help prevent the spread of COVID-19.
  - Contact information at the Charter School for students who may have been exposed to COVID-19.
  - Charter School contact information if a student has COVID-19 symptoms or may have been exposed to COVID-19.
- The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- This Policy will be posted at all public entrances to the Charter School campus.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The MPS CEO/Superintendent is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to

ensure compliance with the Charter School's charter petition. The MPS CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

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**Appendix**

**Site Specific Planning Form**

This document has been included to align with the Los Angeles Unified School District’s (“LAUSD”)’s COVID-19 Containment, Response and Control Plan (“Containment Plan”). Pursuant to the LAUSD’s Containment Plan, the LAUSD is requiring all Los Angeles Unified schools complete this form, along with the pre-filled versions of the Los Angeles County Department of Public Health COVID-19 Reopening Protocols for K-12 Schools: Appendices T1 and T2 documents.

School Name: \_\_\_\_\_

Date Last Revised: \_\_\_\_\_

**School Address:** \_\_\_\_\_

**Location Code:** \_\_\_\_\_

School Phone Number: \_\_\_\_\_

**Campus Density**

- Approximate Square Footage open: \_\_\_\_\_
- Maximum Student Capacity: \_\_\_\_\_
- Maximum Number of Staff with physical distancing: \_\_\_\_\_
- Total Number of Students Enrolled: \_\_\_\_\_
- 25% of Total Number of Students Enrolled: \_\_\_\_\_
- In-person class size is limited to: \_\_\_\_\_
- The **maximum** number of students & staff permitted on campus at any one time to ensure no more than 25% of total student body and to maximize physical distancing is:

<b>Specialized Services for defined subgroups of children (T1)</b>			
Enter the estimated total number of students that will return per grade (if none, enter 0)			
TK:	3:	5:	9:
K:	4:	6:	10:
1:	5:	7:	11:
2:	6:	8:	12:

Estimated total number of administrators, teachers, and other employees on campus supporting resumption of all permitted in-person services for students: \_\_\_\_\_

Services

The [Grab & Go Food Center](#) located closest to this school is at:

- School Name: \_\_\_\_\_
- Address \_\_\_\_\_

The [COVID-19 Test Center](#) located closest to this school is at:

- School Name: \_\_\_\_\_
- Address: \_\_\_\_\_

School COVID-19 Compliance Task Force

Name	Job Title	Role
	(Principal)	Leader
		COVID-19 Compliance Officer
	(School Administrative Assistant)	Attendance Monitor
	(Plant Manager)	Cleaning/Disinfecting Operations
	(School Nurse)	Exposure Management Advisor
		Health Office Manager
		Data Collection Manager

**Health Office Set-up and Staff**

Type of Health Office	Indoor vs. Outdoor	Location	Staff Person(s)	Alternate	Runner
General Health Office (Non-COVID)					
Isolation Area (Recommended Outdoors)					
Quarantine Area					

School Communications

<b>The following information was sent to parents/students prior to the start of in-person services: (check all that apply)</b>	
<input type="checkbox"/> Isolation and quarantine policies as they apply to students who have symptoms or may have been exposed	<input type="checkbox"/> Options for COVID-19 testing if the student or a family member has symptoms or exposure to COVID-19
<input type="checkbox"/> Changes in school meals to avert risk	<input type="checkbox"/> Required use of face coverings
<input type="checkbox"/> How to conduct a symptom check before students leave home for school	<input type="checkbox"/> Changes in academic and extracurricular programs to avert risk
<input type="checkbox"/> Importance of student compliance with physical distancing and infection control policies	<input type="checkbox"/> Who to contact at the school if students have symptoms or may have been exposed
<input type="checkbox"/> School policies concerning parent visits to school and advisability of contact the school remotely	<input type="checkbox"/> Importance of providing up-to-date emergency contact information, including multiple parent contact options

## Cover Sheet

### Approval of Form of Purchase and Sale Agreement for the Acquisition of the Property Located at 18242 and 18244 Sherman Way, Reseda, CA 91335

**Section:** III. Action Items  
**Item:** B. Approval of Form of Purchase and Sale Agreement for the  
Acquisition of the Property Located at 18242 and 18244 Sherman Way, Reseda, CA  
91335  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Approval of Form of Purchase and Sale Agreement.pdf





Agenda Item #: III B: Action Item

Date: November 18, 2021

To: Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS")  
Board of Directors (the "Board")

From: Alfredo Rubalcava, CEO & Superintendent

Staff Lead: Patrick Ontiveros, General Counsel & Director of Facilities

RE: Approval of Form of Purchase and Sale Agreement for the Acquisition of the Property  
Located at 18242 and 18244 Sherman Way, Reseda, CA 91335

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## I. Proposed Recommendation(s)

Staff recommends and moves that the Board (1) approve the form of Purchase and Sale Agreement, attached as Exhibit A (the "PSA"), for the acquisition of the real property located and 18242-1844 Sherman Way (the "Property") immediately adjacent to the Magnolia Science Academy—1 campus in Reseda, (2) grant the MPS CEO and Superintendent the authority to negotiate and approve such changes to the PSA as he shall deem necessary and appropriate and in the best interest of MPS, and to sign and deliver the same in order to open escrow for the acquisition of the Property, and (3) grant the MPS CEO and Superintendent the authority to assign the PSA to a wholly owned subsidiary of Magnolia Properties Management, Inc. for the purposes of financing and closing the transaction.

## II. Background

MPS, for the benefit of Magnolia Science Academy –1 ("MSA-1"), leases the property located at 18220 and 18238 Sherman Way from MPM Sherman Way LLC, a California limited liability company and wholly owned subsidiary of Magnolia Properties Management, Inc., a California non-profit public benefit corporation and 501(c)(3) tax exempt organization. MSA-1 operates a middle school and high school on the leased premises. The existing MSA-1 campus properties are shown on Exhibit B.

The Property at 18242-1844 Sherman Way is immediately adjacent to the MSA-1 premises on the westerly side of the premises. The Property is shown on Exhibit B. It consists of a 7,729 square foot building, which fronts Sherman Way, and a surface parking lot of approximately 17,140 square feet. The Property is presently leased to another tenant and must be delivered free of all tenancies by the close of escrow.

MPS's real estate broker, InSite EFS, Inc., negotiated an offer for the purchase of the Property. The Owner has tentatively agreed to sell the Property to MPS or its assignee subject to the signing of a formal purchase and sale agreement, which is the subject of this report and the recommendation stated herein. The terms agreed upon by the parties include the following:

November 18, 2021  
Page 2 of 4



Price	\$4,000,000
Free Look/Due Diligence Period	90 Days with option to extend by 30 days for \$10,000
Good Faith Deposit	\$50,000
Closing Period	30 days. Owner has the option to extend for an additional 120 days for

During the due diligence period, MPS or its assignee, will review the condition of the existing building and surface parking lot and determine whether there are any hurdles to the development of the property for MSA-1's use within its budget. In addition, MPS will seek the approval of its authorizer, the Los Angeles County Office of Education, for the proposed transaction. Before the end of the due diligence period, MPS has the option to cancel the transaction and will receive a full refund of its good faith deposit.

MPS anticipates that the Property's surface parking lot will continue to be used for parking and the existing building will be improved to allow for recreational / physical education use.

### III. Conclusion / Budget Impact

MPS would like to acquire or lease the Property for the benefit of MSA-1 to allow MSA-1 to expand its program and student enrollment. MPS is currently working with its financial advisor, John Buck, and its existing bond holder, Hamlin Capital Management, to secure financing for the Project. The budget impact to MSA-1 is unknown but is being examined by Staff. However, Staff anticipates that it will be able to secure financing and that MPS will be able to lease the Property from an MPM subsidiary with no material adverse budget impacts on MPS or MSA-1. Staff will keep the Facilities Committee and the Board apprised of the status of the project, including when the PSA is signed by both parties, when escrow is opened, the status of financing and approval from LACOE. It will seek Committee and Board approval prior to the end of the due diligence period in order to move forward with the transaction and allow its good faith deposit to become non-refundable.

#### EXHIBITS

*EXHIBIT A Form of Purchase and Sale Agreement*

*EXHIBIT B Site Plan*



## EXHIBIT A

# PURCHASE AND SALE AGREEMENT



# STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (Non-Residential)

Dated: November 5, 2021

### 1. Buyer.

1.1 Magnolia Educational & Research Foundation dba Magnolia Public Schools, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30~~ or      days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Fidelity National Title, National Commercial Services (Attn: Bobbie Purdy) ("Escrow Holder") whose address is 555 South Flower Street, Suite 4420, Los Angeles, CA 90071, Phone No. 213-452-7104, Facsimile No. 213-452-7148 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto **to Escrow Holder, and acceptance of the Agreement by Escrow Holder as provided in Paragraph 4.1**, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property, **and Escrow has been opened** upon terms accepted by both Parties.

### 2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) approximately ±0.61 acres of land with approximately ±7,729 square feet of improvements is located in the County of Los Angeles, is commonly known as (street address, city, state, zip) 18242 and 18244 Sherman Way, Reseda, CA 91335 and is legally described as: to be provided by Fidelity National Title (APN: 2125-036-096, -099).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Fidelity National Title (Attn: Thomas Szopinsky) ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and all rights, title and interest of Seller in and to any and all water and mineral rights, development rights, and entitlements and any easements, contracts, plans, surveys, agreements and appurtenances pertaining to the Property. (collectively, the "Improvements").

2.4 The fire sprinkler monitor:  is owned by Seller and included in the Purchase Price,  is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company,  ownership will be determined during Escrow, or  there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and none all of which shall be removed by Seller prior to Closing.

### 3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$4,000,000.00 ~~cash, payable as follows:~~  
(Strike any not applicable)

~~(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):~~

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s))":~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at      per month, including interest at the rate of     % per annum until paid (and/or the entire unpaid balance is due on     ).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at      per month, including interest at the rate of     % per annum until paid (and/or the entire unpaid balance is due on     ).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

INITIALS

INITIALS

Total Purchase Price:

\$4,000,000.00

~~3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.~~

**4. Deposits.**

4.1  Buyer has delivered to Broker a check in the sum of \_\_\_\_\_, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or \_\_\_\_\_ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder,  within 2 or 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to **and accepted by** Escrow Holder **as determined by Escrow Holder's delivery of written notice to the Parties** Buyer shall deliver to Escrow Holder a check **or wire** in the sum of \$50,000.00. If said check **or wire** is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

**4.2 Additional deposits:**

(a) ~~Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \_\_\_\_\_ to be applied to the Purchase Price at the Closing.~~  
 (b) ~~Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \_\_\_\_\_ to be applied to the Purchase Price at the Closing.~~  
 (c) ~~If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 **and 4.2** (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is \_\_\_\_\_. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's ~~Contingencies~~ **by Buyer** the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach **of, or default under, this Agreement**, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss), ~~or 9.1(o) (Material Change~~ **or other applicable terms of this Agreement**).

**5. Financing Contingency. (Strike if not applicable)**

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least \_\_\_\_\_ % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within \_\_\_\_\_ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

**6. Seller Financing. (Purchase Money Note). (Strike if not applicable)**

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of \_\_\_\_\_ % per annum, with principal and interest paid as follows: \_\_\_\_\_. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~**6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is~~

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~~acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

## 7. Real Estate Brokers.

7.1 The following real estate broker(s) ("**Brokers**") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

- \_\_\_\_\_ represents Seller exclusively ("**Seller's Broker**");
- InSite EFS, Inc. (Dan Morrar) represents Buyer exclusively ("**Buyer's Broker**"); or
- \_\_\_\_\_ represents both Seller and Buyer ("**Dual Agency**").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. ~~Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.~~

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses (including reasonable attorneys' fees) or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party. **The terms of this section shall survive the Closing (as hereinafter defined) or any termination of this Agreement.**

## 8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a ~~general warranty deed (a grant deed in California)~~ and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees. ~~and any Seller shall pay all~~ required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived ~~by Buyer~~ prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, ~~and 24, 29, 31-32 and 34~~ are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, ~~subject to the provisions of paragraph 8.10,~~ be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs ~~required to be paid by and to Escrow Holder shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer and all other charges shall be borne by the party incurring same, all of which shall be Buyer's obligation.~~ If this transaction is terminated as a result of a party's ~~Seller's~~ breach of this Agreement or due to a default on the part of a party, then ~~the breaching party~~ shall pay the Title Company and Escrow Holder cancellation fees and costs, **all of which shall be the breaching party's obligation.**

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

~~8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.~~

## 9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER,**

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**IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS NOT APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10 or~~ 5 days following the Date of Agreement. Buyer has ~~10 or~~ 90 days from the ~~receipt of said disclosures~~ **Date of Agreement** to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 90 days following the ~~receipt of the Property Information Sheet or the~~ Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has ~~30 or~~ 90 days following the ~~receipt of the Property Information Sheet or the~~ Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has ~~30 or~~ 90 days from the ~~receipt of the Property Information Sheet or the~~ Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within ~~10 or~~ 5 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 90 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, ~~handicapped persons with disabilities~~ and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within ~~10 or~~ 5 days following the Date of Agreement. Buyer has ~~10 or~~ 90 days from the ~~receipt of the Title Commitment, the Underlying Documents and the plot plan~~ **Date of Agreement** to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has ~~30 or~~ 90 days following the ~~receipt of the Title Commitment and Underlying Documents~~ **Date of Agreement** to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto **provided, however that Buyer shall be solely responsible for the difference in costs and expenses between a standard coverage owner's form policy of title insurance and an ALTA extended coverage owner's form policy of title insurance.**

(h) *Existing Leases and Tenancy Statements.* Seller shall within ~~10 or~~ 5 days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by ~~Seller and/or~~ each tenant and subtenant of the Property. ~~Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy.~~ Buyer has ~~10 or~~ 90 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues. **It shall be a condition to Buyer's obligation to Close that Seller shall cause all Existing Leases to be terminated on or before the Closing Date. See Addendum Paragraph 34.**

(i) *Owner's Association.* Seller shall within ~~10 or~~ 5 days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has ~~10 or~~ 90 days from the ~~receipt of such documents~~ **Date of Agreement** to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within ~~10 or~~ 5 days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has ~~10 or~~ 90 days from the ~~receipt of said Other Agreements~~ **Date of Agreement** to satisfy itself with regard to such Agreements. **Except if otherwise notified by Buyer, it shall be a condition to Buyer's obligation to Close that Seller shall cause all Other Agreements, including service contracts, equipment leases, management agreements, to be terminated on or before the Closing Date.**

(k) *Financing.* ~~If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

(l) *Existing Notes.* ~~If paragraph 3.1(c) has not been stricken, Seller shall within 10 or \_\_\_ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or \_\_\_ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or \_\_\_ days following the Date of Agreement.~~

~~provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or \_\_\_ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has ~~10 or~~ 90 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. ~~The personal property shall be delivered to Buyer free and clear Seller shall provide Buyer copies~~ of any liens or encumbrances affecting such personal property that it is aware of within ~~10 or~~ 5 days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change ~~and Buyer may terminate this Agreement in such time period and receive return of the Deposit, including any amounts theretofore paid to Seller, which return shall operate to terminate this Agreement and release both parties from any and all liability hereunder, except such obligations as expressly survive the termination.~~ "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants ~~such that the Property is no longer vacant and free of tenants and occupants~~, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement ~~or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee")~~. It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions ~~or to the~~ **Financing Contingency**. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

## 10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder ~~no less than two (2) business day prior to the Closing, in time for delivery to Buyer at the Closing:~~  
 (a) Grant ~~or general warranty~~ deed, ~~in a form acceptable to Buyer~~ duly executed and in recordable form, conveying fee title to the Property to Buyer.

~~(b) If applicable, the Beneficiary Statements concerning Existing Note(s).~~

~~(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.~~

(d) If applicable, Estoppel Certificates executed by ~~Seller and/or~~ the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

~~(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.~~

(h) If the Seller is a corporation ~~or limited liability company~~, a duly executed corporate ~~or limited liability company~~ resolution authorizing the execution of this Agreement and the sale of the Property.

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**(i) Affidavits as may reasonably be requested by the Title Company to comply with Paragraph 10.4.**

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

~~(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~

~~(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~

~~(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.~~

~~(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

(bf) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

## 11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* ~~Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing. There shall be no proration of Rentals - Property is to be delivered free of tenants.~~

11.4 *Security Deposit.* ~~Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing. There shall be no credit of Security Deposit -- Property is to be delivered free of tenants.~~

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

~~11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

~~11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

## 12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property, **duly organized and in good standing under the laws of California with and/or has** the full right, power and authority to **enter into this Agreement and to** sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder. **Each person signing this Agreement on behalf of Seller is authorized to do so.**

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, ~~which approval will not be unreasonably withheld.~~

(f) *Possessory Rights.* ~~Seller has no knowledge that anyone~~ **No one** will, at the Closing, have any right to possession of the Property, ~~except as disclosed by this Agreement or otherwise in writing to Buyer.~~

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will ~~immediately promptly~~ notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding, ~~and no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller.~~

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(m) *Condemnation; Special Assessments.* Seller has no knowledge of any pending or contemplated condemnation, eminent domain or similar proceeding or special assessment which would affect the Property or any part thereof in anyway whatsoever, with the exception of certain community members' current attempt to process applications/reports to justify/document/designate the SFR at 15526 Plummer as a historic monument. Buyer acknowledges an awareness of this fact.

(n) *No Conflicts.* The execution and delivery of this Agreement by Seller, the consummation of the transactions herein contemplated to be performed by Seller, and compliance with the terms of this Agreement by Seller will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any document, instrument or agreement, oral or written, to which Seller is a party or by which Seller or its assets are bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition ~~and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property.~~ The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty ~~might be~~ is untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered ~~as an accommodation to Buyer and~~ without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk, ~~provided that, except as disclosed by - Seller in writing to Buyer, Seller has no knowledge that any of such reports are inaccurate or incomplete. believes said documents to be accurate, but~~ Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

**13. Possession.**

~~Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases. See Paragraphs 29 & 34 of the Addendum attached hereto and made a part of.~~

**14. Buyer's Entry.**

At any time during the Escrow period, Buyer, and its agents, ~~consultants, advisors and employees~~ and representatives, shall have the right at reasonable times ~~and subject to rights of tenants,~~ to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. ~~No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld.~~ Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith ~~except to the extent such damage or injury is caused by Seller or Seller's agents, employees, consultants, advisors or representatives gross negligence or willful misconduct.~~

**15. Further Documents and Assurances.**

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

**16. Attorneys' Fees.**

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

**17. Prior Agreements/Amendments.**

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

**18. Broker's Rights.**

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation~~

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~~with respect to liquidated or other damages.~~

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

**19. Notices.**

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

**20. Duration of Offer.**

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Reseda, CA on the date of November 19, 2021, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

**21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).**

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$50,000.00 as Seller's sole and exclusive remedy. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer's Initials

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Seller's Initials

~~**22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)**~~

~~22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.~~

~~22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.~~

~~22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.~~

~~WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.~~

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Buyer's Initials

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Seller's Initials

**23. Miscellaneous.**

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller **by the exchange of facsimile or electronic signatures and** in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

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~~23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.~~

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

**24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

**25. Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**26. Additional Provisions.**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 42. (If there are no additional provisions write "NONE".)

**ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:**

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.**

**WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO**

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COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
- 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

InSite EFS, Inc.

Attn: Dan Morrar  
Title: Broker of Record

Address: \_\_\_\_\_  
Phone: 323-686-6539  
Fax: \_\_\_\_\_

Email: dmorror@insiteefs.com  
Federal ID No.: \_\_\_\_\_  
Broker/Agent BRE License #: 01957797/01719132

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

BUYER

Magnolia Educational & Research Foundation dba Magnolia Public Schools

By: \_\_\_\_\_  
Name Printed: Alfredo Rubalcava  
Title: CEO and Superintendent  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: arubalcava@magnoliapublicschools.org  
Address: 250 E 1st Street, Suite 1500, Los Angeles, CA 90012

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, ~~Seller~~ **Buyer** agrees to pay **Buyer's** Brokers a real estate Brokerage Fee **per a separate agreement** ~~in a sum equal to \_\_\_\_\_ % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker \_\_\_\_\_ % and Buyer's Broker \_\_\_\_\_ %.~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to **Buyer's** Brokers out of the proceeds accruing to the account of ~~seller~~ **Buyer** at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

\_\_\_\_\_  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_  
Broker/Agent BRE License #: \_\_\_\_\_

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

SELLER

18242 Sherman Way, LLC, a California limited liability company  
By: \_\_\_\_\_  
Name Printed: Daniel R. King  
Title: Managing Member  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: danking6511@gmail.com  
Address: 6038 Tampa Avenue, Suite 334, Tarzana, CA 91356

By: \_\_\_\_\_  
Name Printed: Floriza Romani  
Title: Managing Member

\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: [floriromani@yahoo.com](mailto:floriromani@yahoo.com)

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email [contracts@aircre.com](mailto:contracts@aircre.com)

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## **ADDENDUM TO STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE**

The STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE dated for reference purposes only as of November 5, 2021 (the “**Agreement**”), by and between 18242 Sherman Way, LLC, a California limited liability company as “Seller”, and Magnolia Educational & Research Foundation dba Magnolia Public Schools as “Buyer”, to which this Addendum (this “**Addendum**”) is attached, is modified, amended and supplemented as follows:

28. **BUYER'S RIGHT TO TERMINATE.** Notwithstanding any other provision in Paragraph 9 or elsewhere in the Agreement, Buyer shall have the period of time as outlined in each of Subparagraph 9.1(a) through (m) (the “**Contingency Period**”) as such period may have been extended by any Contingency Extension Period (as defined in Paragraph 30 hereof), to investigate, review and approve or disapprove any or all Buyer's Contingencies prior to the Closing set forth in the Agreement in Buyer's sole and absolute discretion. Notwithstanding any terms in the Agreement to the contrary, Buyer, its representatives and consultants shall be allowed reasonable access to the Property and appropriate records for the purpose of making all inspections (including but not limited to surveys, physical inspections, ESA Phase I and II and loan approvals) it deems necessary during the Contingency Period or any Contingency Extension Period and prior to Closing. Prior to any entry on the Property for the purpose of performing any inspection or any test, Buyer and its applicable consultants performing such inspection or test shall provide proof of liability insurance, showing Seller as additional insured. Buyer will repair any damage to the Property caused by its inspection. During the Contingency Period or any Contingency Extension Period, Buyer may, in its sole and absolute discretion, for any reason, or no reason at all, terminate the Agreement, and following such a termination the Escrow Holder shall promptly return to Buyer the remaining Deposit within two (2) days after written notice from Buyer of such termination. After such termination Buyer and Seller shall have no further rights or obligations under the Agreement, except for items that expressly survive the termination thereof. Further, unless Buyer provides Seller with written notice that Buyer elects to waive all contingencies on or before the expiration of the Contingency Period or any Contingency Extension Period, as applicable, it shall be deemed that Buyer has elected to terminate the Agreement, and the Deposit, less any amount previously deemed non-refundable, shall be promptly returned to Buyer by the Escrow Holder without any additional authorizations or approvals of any kind required.

29. **CONDITION OF THE PROPERTY.** Seller shall, at no expense to Buyer, cause the Property to be delivered to Buyer free and clear of all personal property and all debris and junk of any kind, and in the same general condition as of the date of this Agreement, at the Close of Escrow.

30. **BUYER'S OPTION TO EXTEND THE CONTINGENCY PERIOD.** Buyer shall have one (1), thirty (30) day option to extend the Contingency Period in Paragraph 9(a-m), a “Contingency Extension Period”. Upon Buyer's notice to Escrow Holder to extend the Contingency Period, which notice shall be provided no later than one (1) day prior to the end of the Contingency Period, ten thousand dollars (\$10,000.00) of the Deposit, (such portion of the Deposit is a “Contingency Extension Payment”) shall be non-refundable, except in the event of Seller's breach of, or default under, the Agreement, or in the event that Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss), 9.1(o) (Material Change), or other

applicable terms of the Agreement, provided that such Contingency Extension Payment shall be credited against the Purchase Price.

31. **SELLER'S DOCUMENTS.** In addition to delivering the Seller's Mandatory Disclosure Statement, which shall include a Natural Hazard Disclosure Report, and Property Information Sheet as required by Paragraph 9.1(a), Seller agrees to deliver to, or make available to Buyer on or before five (5) days following the Date of Agreement, all documents and records (or copies thereof) relating to the Property in possession of or available to Seller (the "**Documentation**"), including, but not limited to the following:

- A. Copies of third party reports with respect to the Property including without limitation, Environmental Impact Report (EIR), ESA Phase I or Phase II, geotechnical report, physical inspection report, and toxic or zoning studies of any type if available.
- B. Any existing ALTA survey showing location of all improvements and any easements.
- C. Any letters from, agreements with, or approvals by municipal agencies, including City, County, and State, including all entitlements related to the Property.
- D. Any current or past lawsuits or disputes or actions related to the Property, which have occurred or been initiated over the past five (5) years.
- E. Statement of current property taxes and assessed value, as well as tax bills for the last three (3) years.
- F. Copies of any and all service and maintenance contracts, employment agreements, equipment leases, utility agreements, management agreements (including any correspondence relating to any deficiencies Seller has identified at the Property), parking agreements, operating agreements, ground leases and other agreements of any kind or nature relating to, or affecting any portion of, the Property.
- G. The Title Policy insuring Seller ownership, and if available a current and complete title report, including full legible copies of all exceptions and underlying documents.
- H. Detailed rent roll showing all tenants, and/or all tenant leases affecting the Property and copies of any and all leases, subleases and other occupancy agreements, currently in effect with respect to the Property.
- I. Architectural and engineering plans, including any "as-built" drawings, floor plans, mechanical, electrical and plumbing, and an As-Is site plan.

32. **GOVERNMENT APPROVALS.** Supplementing Section 9.1(e), following the date hereof, Buyer may pursue, at its sole cost and expense, the entitlements or other approvals it wishes to be approved (the "**Entitlements**") by the governmental authorities having jurisdiction over the Property (the "**Authorities**") regarding the construction and maintenance of a charter school on the Property (the "**Project**"). Seller agrees to cooperate with Buyer, at no cost to Seller, in Buyer's efforts to obtain the Entitlements including signing any applications and other documents needed for the Project, including without limitation, the execution of such applications or documentation as required to process such Entitlements. Seller agrees that it will not take any action, direct or indirect, which is adverse to, or in opposition of, the proposed Project and/or Buyer's efforts to obtain the Entitlements.

33. **SELLER'S RIGHT TO EXTEND THE CLOSING.** Seller shall have the right to extend the Closing by three (3), thirty (30) day periods ("Seller's Closing Extensions"), upon no less than 10-days' prior written notice before the scheduled Closing, at no additional cost. Seller's



Closing Extensions may only be exercised for the sole purpose of delivering the Property to Buyer as required by Paragraphs 29 and 34.

34. **DELIVERY OF THE PROPERTY.** The parties acknowledge and agree that as a condition to the Close of Escrow, Seller shall be required to deliver the Property free and clear of all tenants, subtenants or other occupants (collectively referred to as "Tenants"), with all leases or any other occupancy agreements terminated to Buyer's reasonable satisfaction prior to the Close of Escrow (the "**Seller's Delivery Contingency**"). Upon Buyer's waiver of all contingencies, Seller shall immediately take all measures necessary to deliver the Property as outlined in this Paragraph and Paragraph 29.

If, as of the fifth (5th) day prior to the Closing Date (as it may be extended as provided for in this Agreement), the Seller's Delivery Contingency has not been satisfied, Buyer shall have the right to terminate this Agreement upon delivery of written notice to Seller no later than two (2) days prior to the Closing Date, in which event Seller or the Escrow Holder, as applicable, shall return to Buyer any and all Deposits within five (5) days after written notice from Buyer of such termination, and after such termination, Buyer and Seller shall have no further rights or obligations under the Agreement, except for items that expressly survive the termination thereof.

35. **OFAC REPRESENTATION.** Supplementing Paragraph 12 of the Agreement, Seller hereby warrants and represents that Seller and each member of Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action, and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

36. **1031 EXCHANGE.** Buyer agrees to cooperate with Seller in the event that Seller wishes to participate in a 1031 exchange, provided (a) that the exchange shall not delay the Closing, (b) Seller's rights and obligations under the Agreement are assigned to a Qualified Intermediary (as defined in IRS Regulation 1.1031(k) 1) of Seller's choice, (c) Buyer is not responsible for, and Seller shall indemnify and hold Buyer harmless from, any additional cost or liability resulting from such exchange, and (d) Buyer shall not be required to take title to any exchange or target property as a result of cooperation with Seller.

37. **LIMITATION ON LIABILITY.** Seller agrees that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of the Buyer (or any assignee of Buyer) shall be personally liable under the Agreement and all parties hereto shall look solely to the assets of the entity, for the payment of any claim or for the performance of any obligation of Buyer under the Agreement.

38. **HAZARDOUS SUBSTANCES.** Seller represents and warrants to Buyer that except as disclosed pursuant to Paragraph 12.1(c) to this Agreement: (a) Seller has not caused any Release of Hazardous Substances at, on, under, to, or from the Property; and (b) Seller has not received any written notice from any applicable governmental authority that the Property is in violation of an Environmental Law that has not been cured. For purposes of this Agreement, "Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, discharge, disposing, arranging for disposal, abandoning, deposit, injection, escaping, leaching, or migration into or through the environment; and "Hazardous Substance" means any substance that is listed, classified or regulated as hazardous or toxic, or as a pollutant or contaminant,

pursuant to any Environmental Law, including any petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, toxic mold, polychlorinated biphenyls or radioactive material.

39. INDEMNIFICATION. As an obligation which shall survive the Closing, and notwithstanding any terms in the Agreement to the contrary, whether attributable to events or circumstances which have theretofore or may hereafter occur and whether known or unknown to Buyer as of the Closing, Seller shall indemnify and hold Buyer, its employees, officers, directors, representatives, agents, affiliates, parents, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations in its behalf and their respective members, managers, affiliates, successors and assigns harmless from (a) any losses arising out of any Release of Hazardous Substances on, at, under, or migrating to or from the Property that occurred prior to the Closing, including any remedial action required at any time with respect to such Release of Hazardous Substances, and (b) any responsibility under, non-compliance with, or violation of Environmental Law that first occurred prior to the Closing. For purposes of this Agreement, "Environmental Law" means any law or legal requirement relating to pollution, investigation or remediation of the same, the protection of human health or safety, the environment, or natural resources, or the manufacture, processing, distribution, use, treatment, storage, Release, threatened Release, transport, management, or other handling of Hazardous Substances.

40. SELLER DEFAULT; BUYER REMEDIES. If the Seller defaults under the Agreement, Buyer may pursue any and all available remedies at law or in equity including but not limited to: (i) receive a return of the Deposit, including any portion theretofore deemed non-refundable or released to Seller, and any interest earned thereon, and Seller shall reimburse Buyer for Buyer's reasonable due diligence costs and expenses or (ii) pursue an action for the specific performance of this Agreement. Buyer's right to indemnity and/or attorney's fees pursuant to the terms of the Agreement shall not be limited or eliminated by the terms of this Section.

41. BUSINESS DAYS. Business days shall mean and refer to any calendar day, excepting Saturday, Sunday, any Holiday and any Optional Bank Holiday (as defined in the California Civil Code). If the last day for performance of any act herein does not fall on a business day, such performance shall be extended to the next business day with the same force and effect as if it had been performed on the day appointed.

42. MISCELLANEOUS. Except as set forth herein, the Agreement shall remain unmodified. The Agreement, as modified by this Addendum, shall remain in full force and effect. In the event of any conflict between any provisions of this Addendum and any other provisions of the Agreement, the provisions of this Addendum shall control. This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument. The parties may rely upon PDF or facsimile copies of signatures as if they were originals. The execution of this Addendum by the Sellers below shall be deemed to include and constitute the execution of the Agreement, as modified by this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date referenced above.

BUYER:

**Magnolia Educational & Research Foundation dba Magnolia Public Schools**

By: \_\_\_\_\_  
Alfredo Rubalcava, CEO and Superintendent

SELLER:

**18242 Sherman Way, LLC, a California limited liability company**

By: \_\_\_\_\_  
Daniel R. King, Managing Member

By: \_\_\_\_\_  
Floriza Romani, Managing Member



## EXHIBIT B

## SITE PLAN



Magnolia Science Academy 1  
-- 18238 Sherman Way

Magnolia Science Academy 1  
18220 Sherman Way



18242-1844 Sherman Way

# EXHIBIT B

# Cover Sheet

## Approval of MPS Preferred Vendors' List

<b>Section:</b>	III. Action Items
<b>Item:</b>	C. Approval of MPS Preferred Vendors' List
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Approval of MPS Preferred Vendors' List.pdf



Agenda Item #: III C: Action Item  
Date: November 18, 2021  
To: Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS")  
Board of Directors (the "Board")  
From: Alfredo Rubalcava, CEO & Superintendent  
Staff Lead: Patrick Ontiveros, General Counsel & Director of Facilities,  
Mustafa Sahin, Project Manager  
RE: Approval of MPS Preferred Vendors' List

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## I. Proposed Recommendation(s)

Facilities Department Staff recommends and moves that the Board approves the list of vendors attached as Exhibit A, to be added to the Preferred Vendors list previously approved by the MPS Board to provide various services to MSA 1, MSA7, MSA Santa Ana and MSA San Diego sites. The co-located sites (MSA2,3,4,6,8) are not listed here because they receive their facility services from LAUSD.

## II. Background

The MPS Board approved the Master List of Contracts over \$50,000.00 for 2021-22 on June 24, 2021. This preferred vendor list is to cover any projects below \$50K. The preferred vendor list allows the school sites to work with any vendors without getting 3 quotes below the \$50K threshold. The principals contributed to this list; they picked vendors who provided quality services to their campuses.

Approving this amendment, will help the facilities department move forward on projects where we only receive 2 quotes, as it happens sometimes. As appropriate, the facilities department will strongly recommend to the school sites to get a second opinion for any projects that they might have instead of going with only one company.

Staff will run an RFP for any project that is over \$50K, the preferred vendor list is only for any projects below \$50K.

## III. Conclusion & Budget Impact

Staff recommends MPS board of the directors to approve the preferred vendors' list for 2021-2022 educational year. There is no budgetary impact with this item.



## Exhibit A

<b>Preferred Vendors' List</b>	
<b>Plumbing</b>	
BG Plumbing	(818) 266-9813
MT Plumbing	(818) 472-5441
RC Plumbing,	(619) 325-9165
State Plumbing-	(310) 612-2088
<b>Electrical</b>	
Anson Electric,	(619) 920-5129
<b>Dinamic Electrict</b>	(818) -581-5918
<b>HVAC</b>	
A.F Air Conditioning & Heating, Inc.	(818) 571-9938
Christian Brothers	(951) 361-2247
JPM	(619) 647-0425
<b>U air</b>	(818) 434- 6539
<b>Gardening / Landscaping</b>	
Booth Landscaping,	(619) 840-9799
Raul Cobian	(818) -224-0438
Vincent Iannolo	(818) -363-2481
<b>Roofing</b>	
Central Roofing	(310) 527-6770
<b>Fencing</b>	
Cal-State Site Services	(805) 527-6500
National	(800) 352-5675
<b>Painting</b>	
<b>DeJememino</b> Construction	(818) 481-7779
JJJ Painting	(818) 383-7189
On Time Coatings,	(760) -300-6316
<b>Locksmiths</b>	
Adams Locksmithing,	(619) -772-5776





MAC Locksmith-	(818) 648-9959
<b>Construction</b>	
AG Construction	(818) 963-1683
Blackwell Construction	(818) 755-6611
DeJememino Construction	(818) 481-7779
Han Trucking (Bobcat, cleaning, DG, sweeping)	(818) 674-3192
Sosa Construction	(661) 666-0955
Zingo Construction	(310) 397-8297
<b>Others</b>	
AAA Rents & Events	(818) 785-1105
ADT	(800) 884-4226
Allied Restoration (deep cleaning, floors, etc.)	(909) 378-2870
DFS Flooring	(818) 374-5243
Digital Synergy (security cameras)	(818) 647-9900
Eco Home Safe, Inc. (pest control)	(818) 886-7378
Franco Architect	(818) 754-2030
Hertz Furniture	(800) 526-4677
InSite EFS Commercial Commercial Real Estate	(323) 686-6539
Irvine Cleaning Company	(949) 394-8311
Mission International Security, Inc	(858) 649-0184
Mobile Modular	(951) 821-9982
ModularTech Company	(619) 208-1413
Norris Realty Advisors	(626) 405-9922
Pacific Rim Architects	(714) 840-2100
Rafael Franco & Associates	(818) 754-2030
School Outfitters	(800) 260-2776
SideToSide To Side Commercial Cleaning	(619) -577-8908
T.R.L Systems - Environmental Sensors - Vape Sensors	(800) 266-1392
Ultimate Iron Work	(818) 795-2749
United Site Services	(866) 740-9185
Universal Awning	(818) 882-0027
World Private Security	(818) 894-1800



Johnson Controls	858-633-9100
United Sports Surfacing of America	(949) 551-4696

## Cover Sheet

### Approval of Facilities & Maintenance Services Agreement for Magnolia Science Academy-San Diego

**Section:** III. Action Items  
**Item:** D. Approval of Facilities & Maintenance Services Agreement for  
Magnolia Science Academy-San Diego  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Approval of MSA San Diego Facilities and Maintenance Service Agreement.pdf



Agenda Item #: III D: Action Item

Date: November 18, 2021

To: Magnolia Educational & Research Foundation dba Magnolia Public Schools (“**MPS**”) Board of Directors (the “**Board**”)

From: Alfredo Rubalcava, CEO & Superintendent

Staff Lead: Patrick Ontiveros, General Council & Director of Facilities  
Gokhan Serce, MSA-San Diego Principal

RE: Approval of MSA San Diego Facilities and Maintenance Service Agreement

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## **I. Proposed Recommendation(s)**

I move that the MPS Board of Directors grants approval to CEO and Superintendent of MPS, Mr. Alfredo Rubalcava, to sign the agreement with Side-to-Side Cleaning Services.

## **II. Background**

MSA-San Diego has been working with Side to Side for the last 3 years. As other MPS sites started utilizing their services the total amount of payments to the company is now projected to be over \$50,000.00. The board approved the Master List of Contracts over \$50,000.00 for 2021-22 on June 24, 2021. Side to Side was not included in there because they were only serving the San Diego campus.

An RFP was issued for this service, and 2 quotes were received.

## **III. Conclusion & Budget Impact**

Staff recommends the MPS board of the directors to approve the agreement with Side to Side so they also serve other campuses.