



## Magnolia Public Schools

### Regular Board Meeting

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**Date and Time**

Thursday November 10, 2022 at 5:30 PM PST

**Location**

<https://zoom.us/j/97856064990?pwd=MHhBZCtGT0xEMIZpNEZQZVJ3RDBPZz09>

**Meeting ID:** 978 5606 4990

**Passcode:** 021250

**One tap mobile:** +16694449171,,97856064990# US

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

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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. 21101.

Board Members:

Mr. Mekan Muhammedov, Chair

Ms. Sandra Covarrubias, Vice-Chair

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Dr. Umit Yapanel  
 Dr. Salih Dikbas  
 Ms. Diane Gonzalez  
 Mr. Daniel Sheehan  
 Mrs. Esra Eldem Tunc

CEO & Superintendent:  
 Mr. Alfredo Rubalcava

## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order			1 m
<b>B.</b> Record Attendance and Guests			1 m
<b>C.</b> Approval of Agenda	Vote		1 m
<b>D.</b> Public Comments			5 m
<b>E.</b> Announcements from CEO & Superintendent and Board Members			15 m
<b>F.</b> Approval of Minutes from MPS Regular Board Meeting - October 13, 2022	Approve Minutes		1 m
<b>II. Consent Items</b>			<b>5:54 PM</b>
<b>A.</b> Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program ("IIPP") COVID-19 Addendum	Vote	Derya Hajmeirza	3 m
<b>III. Action Items</b>			<b>5:57 PM</b>
<b>A.</b> Approval of Findings to Conduct Virtual Meetings Pursuant to AB 361/Government Code Section 54953	Vote	Alfredo Rubalcava	7 m
<b>B.</b> Approval of 16600 Vanowen Street - New Property Acquisition	Vote	Audit & Facilities Committee	20 m
<b>C.</b> Approval of the Pacific Charter School Development (PCSD) Contract for the Magnolia Science Academy-1 Feasibility Study	Vote	Audit & Facilities Committee	15 m
<b>D.</b> Approval of Extension of Pacific Charter School Development (PCSD) Contract for Magnolia Science Academy-7 Expansion	Vote	Audit & Facilities Committee	15 m
<b>IV. Closing Items</b>			<b>6:54 PM</b>
<b>A.</b> Adjourn Meeting			1 m

## Coversheet

### Approval of Minutes from MPS Regular Board Meeting - October 13, 2022

<b>Section:</b>	I. Opening Items
<b>Item:</b> October 13, 2022	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 13, 2022

APPROVED



## Magnolia Public Schools

### Minutes

#### Regular Board Meeting

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**Date and Time**

Thursday October 13, 2022 at 6:00 PM

**Location**

<https://zoom.us/j/97856064990?pwd=MHhBZCtGT0xEMIZpNEZQZVJ3RDBPZz09>

**Meeting ID:** 978 5606 4990      **Passcode:** 021250

One tap mobile: +16694449171,,97856064990# US

+16699009128,,97856064990# US (San Jose)

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**Board Members:**

Mr. Mekan Muhammedov, Chair

Ms. Sandra Covarrubias, Vice-Chair

Dr. Umit Yapanel

Dr. Salih Dikbas

Ms. Diane Gonzalez

Mr. Daniel Sheehan

Mrs. Esra Eldem Tunc

**CEO & Superintendent:**

Mr. Alfredo Rubalcava

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**Directors Present**

D. Gonzalez (remote), D. Sheehan (remote), E. Eldem Tunc (remote), M. Muhammedov (remote), S. Covarrubias (remote), U. Yapanel (remote)

**Directors Absent**

S. Dikbas

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**I. Opening Items**

A.



**Call the Meeting to Order**

M. Muhammedov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Oct 13, 2022 at 6:05 PM.

**B. Record Attendance and Guests**

Refer to attendance information recorded above.

**C. Approval of Agenda**

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

**Roll Call**

D. Gonzalez	Aye
M. Muhammedov	Aye
S. Covarrubias	Aye
S. Dikbas	Absent
E. Eldem Tunc	Aye
U. Yapanel	Aye
D. Sheehan	Aye

**D. Public Comments**

No public comments were made at this time.

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

Magnolia Public Schools Principals provided highlights that happened at their school sites since the last Board Meeting.

**F. Approval of Minutes from MPS Regular Board Meeting - September 8, 2022**

S. Covarrubias made a motion to approve the minutes from Regular Board Meeting on 09-08-22.  
U. Yapanel seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

M. Muhammedov	Aye
E. Eldem Tunc	Aye
D. Sheehan	Aye
S. Covarrubias	Aye
D. Gonzalez	Aye
U. Yapanel	Aye
S. Dikbas	Absent

**II. Information/Discussion Items**

**A. Review & Discussion of Significant Disproportionality Comprehensive Coordinated Early Intervening Services (CCEIS) Plan for Magnolia Science Academy 1 and Magnolia Science Academy 5**

A.Callaham, Director of Special Education, provided an overview of the Comprehensive Coordinated Early Intervening Services Plans for Magnolia Science Academy 1 & 5. She highlighted the activities that happened during the

phase of developing the CCIS plans that involved educational partners, school and home office staff, SERLPA Directors and other community members. MSA-1 and 5 will be submitting their plans to the CDE by November 1st.

## **B. Academic Updates**

The Academic Department presented Academic Updates consisting of various special education updates, 2021-22 CAASPP Results for ELA, Math and Science, 2022-23 NWEA MAP Results, Instructional Programs and Support (home office staff visiting schools and observing classrooms), college programs update for dual enrollment, student attendance data and other academic program updates.

E.Acar, Chief Academic Officer, introduced A.Milteer as the newest Expanded Learning Opportunities Program Coordinator and K.Zavala as the Special Programs Coordinator. Staff addressed questions raised from the Board regarding data and plans for improvement.

## **C. Enrollment Update**

B.Lopez, Chief External Officer, presented enrollment data as of Census Day which fell on October 5, 2022. She went over the target enrollments for each school site for the 2022-23 school year. Census Day recorded 3,592 students enrolled in Magnolia Public Schools as a whole. She projected the enrollment counts up-to-date in comparison to the target enrollments. Some Principals gave a reflection on student enrollment, factors that impacted their enrollment and how they are addressing the takeaways that fall within their focus of control informed by data. Staff addressed questions raised by the Board regarding next steps.

## **III. Consent Items**

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

S. Covarrubias made a motion to approve the updated MPS Health & Safety Policy alongside the Injury and Illness Prevention Program (“IIPP”) COVID-19 addendum.

U. Yapanel seconded the motion.

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

#### **Roll Call**

S. Dikbas	Absent
U. Yapanel	Aye
E. Eldem Tunc	Aye
D. Sheehan	Aye
M. Muhammedov	Aye
D. Gonzalez	Aye
S. Covarrubias	Aye

### **B. Approval of 2022-23 Compliance Monitoring and Certification of Board Compliance Review for MSA-4, 6, 7, and Bell**

S. Covarrubias made a motion to approve 2022-23 Compliance Monitoring and Certification of Board Compliance Review for Magnolia Science Academy-4, 6, 7, and Bell.

D. Gonzalez seconded the motion.

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

#### **Roll Call**

D. Gonzalez	Aye
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**Roll Call**

S. Dikbas	Absent
D. Sheehan	Aye
E. Eldem Tunc	Aye
M. Muhammedov	Aye
S. Covarrubias	Aye
U. Yapanel	Aye

**C. Approval of 2022-23 Compliance Monitoring and Certification of Board Compliance Review for MSA-Santa Ana**

M. Muhammedov made a motion to approve the 2022-23 Compliance Monitoring and Certification of Board Compliance Review for MSA-Santa Ana.

D. Gonzalez seconded the motion.

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

**Roll Call**

U. Yapanel	Aye
E. Eldem Tunc	Aye
S. Covarrubias	Aye
D. Sheehan	Aye
S. Dikbas	Absent
M. Muhammedov	Aye
D. Gonzalez	Aye

**IV. Action Items**

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

The Board 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 in addition to the all standing Board Committees (Finance, Audit/Facilities, Academic, Stakeholder and Development & Nominating/Governance Committees) and public to meet safely. As such, local officials are still continuing to recommend measures to promote social distancing. Staff addressed questions regarding starting in-person meetings in the near future.

D. Gonzalez made a motion to adopt the findings relating to the ability of the MPS Board and all MPS Committees to conduct meetings due to teleconference during the State of Emergency, in reference to AB 361/Government Code Section 54953.

D. Sheehan seconded the motion.

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

**Roll Call**

D. Gonzalez	Aye
S. Covarrubias	Aye
M. Muhammedov	Aye
E. Eldem Tunc	Aye
S. Dikbas	Absent
D. Sheehan	Aye
U. Yapanel	Aye

**B. Approval of CalHOPE School Site SEL Implementation Memorandum of Understanding & Commitment Statement Between Magnolia Science Academy-2 & Los Angeles County Office of Education**

J.Hernandez, Director of Student Services, presented the collaboration between Magnolia Science Academy (MSA)-2 and Los Angeles County Office of Education.

He highlighted that the collaboration and grant opportunity will develop leadership and infrastructures to support, sustain and integrate SEL and for the refinement of supporting students in the area of SEL and sharing promising practices with other schools across the organization. This grant will total \$25,000 over a two-year period that would go into the school's general fund.

S. Covarrubias made a motion to approve the partnership with Los Angeles County Office of Education (LACOE) to develop leadership and infrastructures to support, sustain and integrate Social-Emotional Learning (SEL) across Magnolia Science Academy (MSA)- 2.

E. Eldem Tunc seconded the motion.

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

**Roll Call**

S. Covarrubias	Aye
D. Sheehan	Aye
E. Eldem Tunc	Aye
U. Yapanel	Aye
M. Muhammedov	Aye
S. Dikbas	Absent
D. Gonzalez	Aye

**C. Approval of Revised 2022-23 Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic Positions & School Leaders**

S.Acar, Chief Operations Officer, presented the recommended changes to the pay raise scale that was drafted by the Academic Department in collaboration with school site principals. These changes include; clarifying language added to one-time annual assignment for Admin Teaching in Class in the school leaders scale (Covering for an absent teacher is excluded); Saturday school one-time assignment has increased to \$70 per hour from \$50 per hour; Instructional coach annual assignment is added.

U. Yapanel made a motion to approve the revised 2022-23 Employee Pay Raise Scale for FullTime Teaching Positions & Non-Classroom Based Academic ("NCBA") Positions & School Leaders.

S. Covarrubias seconded the motion.

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

**Roll Call**

D. Sheehan	Aye
E. Eldem Tunc	Aye
U. Yapanel	Aye
D. Gonzalez	Aye
S. Covarrubias	Aye
S. Dikbas	Absent
M. Muhammedov	Aye

**D. Approval of Magnolia Public Schools Special Programs Coordinator Position**

E.Acar, Chief Academic Officer, presented the need to hire a Special Programs Coordinator to respond to the growing needs of better serving students with special needs as the number has grown across the organization. This also includes the special needs programs in place. He provided historical data of the percentage of MPS student with special needs spanning from 2016-17. The Coordinator will also serve to meet the demand of the increase of GATE students. The goal, as he mentioned, is to better serve the student population, families and staff and keep up with the need that is identified. Staff clarified Board members questions.

U. Yapanel made a motion to approve the MPS Special Programs Coordinator Position retroactively starting October 3, 2022.

S. Covarrubias seconded the motion.

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

**Roll Call**

M. Muhammedov	Aye
E. Eldem Tunc	Aye
U. Yapanel	Aye
D. Sheehan	Aye
S. Dikbas	Absent
S. Covarrubias	Aye
D. Gonzalez	Aye

**E. Approval of the Closing of the Purchase of 7111 Winnetka Ave, the Assignment of the Purchase and Sale Agreement to MPS Sherman Winnetka LLC, and the Signing of a Lease for 7111 Winnetka Ave**

M. Muhammedov, Chair of the Audit & Facilities Committee shared the Committee's recommendation to move forward with the proposed motion.

P. Ontiveros, General Counsel & Director of Facilities, went in depth with the current requested actions for the Board to take. The motion was amended after the Audit & Facilities Committee had moved to recommend their approval to the board. The amended motion was recorded.

M. Muhammedov made a motion to amend the existing motion and to approve the following actions: (1) the assignment by MPS to MPM Sherman Winnetka LLC (the "Winnetka Ave LLC") of all its right, title and interest in and to that certain agreement for the purchase of the property located at 7111 Winnetka Ave in Winnetka (APNs: 2135-038-016 and 2135-038-016) (the "7111 Winnetka Ave Property") including the right to take title to the Property and if required for the purchase by Winnetka Ave LLC of the 7111 Winnetka Ave Property or otherwise deemed necessary by MPS Staff the good faith deposit made by MPS; (2) the execution by the MPS CEO, CFO or their designees, of a lease agreement by and between MPS and Winnetka Ave LLC (the "7111 Winnetka Lease") for the use and occupancy of the 7111 Winnetka Ave Property by Magnolia Science Academy—5 ("MSA—5"); (3) under the 7111 Winnetka Lease if required for the purchase by Winnetka Ave LLC of the 7111 Winnetka Ave Property or otherwise deemed necessary by MPS Staff, the payment by MPS to Winnetka Ave LLC of nonrefundable advanced rent in an amount not to exceed \$350,000 consisting of the assignment of the good faith deposit made by MPS to escrow; (4) the execution by the MPS CEO, CFO or their designees, on behalf of Winnetka Ave LLC, as its sole manager of such documents and instruments as may be necessary in order for Winnetka Ave LLC to acquire the 7111 Winnetka Ave Property, including any loan documents; and (5) the execution by the MPS CEO and Superintendent, CFO, or their designees, of such documents and instruments as may be necessary to undertake and complete the foregoing actions.

D. Gonzalez seconded the motion.

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

**Roll Call**

S. Covarrubias	Aye
D. Sheehan	Aye
E. Eldem Tunc	Aye
S. Dikbas	Absent
D. Gonzalez	Aye
M. Muhammedov	Aye
U. Yapanel	Aye

**F.**

### **Approval of Updated Preferred Vendors' List**

This item was approved for Board recommendation by the Audit & Facilities Committee. M.Muhammedov, Chair of the Committee shared the Committee's recommendation. M.Sahin, Project Manager, clarified that the mentioned vendors had work with Magnolia Public Schools previously in facilities matters. The preferred vendors list is to cover projects below \$90,000. Staff addressed questions raised by the Board.

M. Muhammedov made a motion to approve the list of vendors to be added to the existing Preferred Vendors' list to provide various services to Magnolia Science Academy -1, 7, Santa Ana and San Diego.

D. Gonzalez seconded the motion.

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

#### **Roll Call**

E. Eldem Tunc	Aye
S. Dikbas	Absent
S. Covarrubias	Aye
U. Yapanel	Aye
M. Muhammedov	Aye
D. Sheehan	Aye
D. Gonzalez	Aye

### **V. Closing Items**

#### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:56 PM.

Respectfully Submitted,  
M. Muhammedov

## Coversheet

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

**Section:** II. Consent 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:** Updated MPS Health & Safety Policy.pdf



Agenda Item:	II A: Consent Item
Date:	November 10, 2022
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors (the "Board")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Derya Hajmeirza, Director of Human Resources
RE:	Updated MPS Health and Safety Policy and Injury and Illness Prevention Program ("IIPP") COVID-19 Addendum

**1. Action Proposed:**

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

**2. Background:**

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.

The board had approved the IIPP COVID-19 addendum and the MPS health and safety policy during the August 2020, September 2020, February, March, April, May, July, August, September, November, December 2021, January, February, March, April, May, June, September, and October 2022 board meetings. In accordance with the most updated health orders, the Home Office COVID-19 Response Team updated the policy.

**3. Analysis:**

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:

- In indoor spaces greater than 400,000 cubic feet per floor (such as open-floorplan offices, warehouses, large retail stores, or manufacturing or food processing facilities), then close contact is defined as being within 6 feet from the infected person for a cumulative total of 15 minutes or more over a 24-hour period.

**4. Budget Implications:** There are no budget implications.





5. **Exhibits:**

- Updated MPS Health and Safety Policy (with redline)
- Updated MPS Health and Safety Policy (without redline)



Updated on 10/06/2022

### 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 2022-23 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.** 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 are strongly encouraged to wear a face mask while inside any Charter School building, vehicle, or other enclosed space.
- 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 have tested positive.
- 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 sharing the same indoor airspace with an infected person for a cumulative total of 15 minutes or more over a 24-hour period during the positive case’s infectious period: 2 days before onset of symptoms or, for asymptomatic patients, 2 days prior to first positive test specimen collection and until the time the person is cleared from isolation. In indoor spaces greater than 400,000 cubic feet per floor (such as open-floorplan offices, warehouses, large retail stores, or manufacturing or food processing facilities), then close contact is defined as being within 6 feet from the infected person for a cumulative total of 15 minutes or more over a 24-hour period.
- 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 regarding COVID-19 symptoms, 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 who have had close contact with an individual who has tested positive shall be permitted to access the school site so long as they follow all quarantine and close contact guidance set forth in Section 6 of this Policy.
  - 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 FDA-Authorized viral COVID-19 tests, including a Nucleic Acid Amplification Test (NAAT, such as a Polymerase Chain Reaction test or an Antigen test. An FDA-authorized over-the-counter test is acceptable for student and staff screening purposes so long as the results can be verified.
- Testing will be applied on symptomatic<sup>1</sup>, response<sup>2</sup>, and asymptomatic<sup>3</sup> bases, as required by health authority guidance and this policy.
- 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:
  - Any employees experiencing symptoms of COVID-19, regardless of whether there is a known exposure, and
  - Any employee with close contact exposure, whether to a single case, an outbreak, or a major outbreak.

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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.”



- Testing Required in San Diego County:
  - 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 July 1, 2022, MSA- 2, 3, 4, 6, and 8 will no longer conduct weekly asymptomatic testing. Instead, these campuses will implement a Response Testing protocol, whereby those (1) who present with symptoms, (2) who have been exposed to a confirmed positive case (inside or outside of school or work), or (3) who tested positive for COVID-19 and need to return from isolation early (after Day 5), will be required to test with a rapid antigen test provided by the school site.
  - Individuals who have recovered from laboratory-confirmed COVID-19 within the last 90 days are not required to test for COVID-19 unless they develop new onset symptoms. If these individuals develop new onset symptoms, they may avail themselves of a Rapid Antigen Test at their school or work site and upload its results via the Daily Pass.
  - These campuses are recommended to maintain an inventory of rapid antigen tests equal to 30% of the total student and employee enrollment for response testing purposes.
  - Individuals new to LAUSD are required to baseline test upon their start of school or work. All individuals will be required to comply with all District requirements for baseline testing upon return from school breaks, such as Spring Break.
- Testing Required at MSA-1, 5, 7 and MSA-SA:
  - Beginning July 1, 2022, MSA-1, 5, 7, and Santa Ana will no longer conduct weekly asymptomatic testing. Instead, these campuses will implement a Response Testing protocol, whereby those (1) who present with symptoms, (2) who have been exposed to a confirmed positive case (inside or outside of school or work), or (3) who tested

positive for COVID-19 and need to return from isolation early (after Day 5), will be required to test with a rapid antigen test provided by the school site.

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- 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.
- 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 as required by local public health department guidance.
- 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: Suspected/Confirmed Cases and Isolation.** 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, and other local counties. 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:

- **Reporting Obligation.** 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 positive COVID-19 cases to the appropriate county authority to the extent required by their county health department.
- **Suspected Cases.** In the event of a suspected COVID-19 case:
  - The Charter School will identify an isolation room and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
  - 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 provided with and required to wear a surgical-grade or better face covering and should be directed to 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 area 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 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. Students and employees of MSA- 2, 3, 4, 6 and 8 will be provided with a rapid antigen test to administer at home.
  - A log will be kept of all persons entering the isolation area.
  - Physical distancing of six feet or greater will be maintained in the isolation and area and masking shall be required for any individual entering these areas.
- **Symptomatic but negative.** 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.
  - For MSA-SD, individuals who have symptoms of COVID-19 but who test negative with an antigen test must confirm the initial negative antigen test with a second follow-up test (antigen, PCR, or other NAAT) administered the following day and must remain isolated until cleared by the confirmatory test.

- **Isolation.** Persons who test positive or are otherwise diagnosed with COVID-19 must isolate until they have satisfied the following conditions:
  - At least 5 days have passed since symptom onset or, if asymptomatic, since their positive test; AND
  - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
  - Other symptoms have resolved or are improving; AND
  - An FDA authorized COVID-19 viral test (antigen preferred) test taken on or after Day 5 from symptom onset is negative. Confirmed cases at MSA 2, 3, 4, 6, and 8 will be provided with a rapid antigen test to be used to determine eligibility to return to school.
  - NOTE: If fever reduction, improvement of other symptoms, or a negative test are not all achieved, isolation may not end until after Day 10 from symptom onset or, if asymptomatic, their positive test, so long as 24 hours have passed since resolution of fever and all other symptoms are not present or are improving.
  - If a person's COVID-19 symptoms recur or worsen after ending isolation, they should re-isolate as they may have COVID-19 rebound. Isolation for COVID-19 rebound can end 5 days after rebound began, as long as the individual has been fever-free for at least 24 hours and symptoms are improving.
  - Note: For staff, per CAL/OSHA COVID-19 Prevention ETS, testing that is required for employees must be provided by the employer free of charge and during work hours; these tests may not be self-administered and self-read unless they are observed by the employer or an authorized telehealth proctor or verifiable through the use of a time/date stamped photograph or through the use of a test that employee digital result reporting that marks the time and date of the result.
  - Students returning to school after isolation are strongly recommended to wear a highly protective non-cloth mask when around others, except when eating or drinking, for a full 10 days from testing positive or onset of symptoms.
  - Staff returning to school after isolation are required to wear a highly protective non-cloth mask when around others, except when eating or drinking, for a full 10 days from testing positive or onset of symptoms.
  - The School will comply with Cal/OSHA regulations regarding when employees may return to work after exposure, as detailed in the Charter School's IIPP addendum.
- **School Response to Confirmed Case.** 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 are only required to alert LACDPH when there are three or more cases of COVID-19 in a classroom, office, or other pre-defined or identifiable group who were on campus at any point within the 14 days prior to illness onset date.
- 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).
- MSA Los Angeles Schools will inform all employees how to obtain testing, will offer testing at no cost and during paid time, and will provide testing in a manner that ensures employee confidentiality. An over-the-counter COVID-19 test may be both self-administered and self-read if the results are verifiable, such as through a time/date stamped photograph or through use of an over the counter test that uses digital reporting of results.
- 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 isolate.
- Site administrators of MSA- 2, 3, 4, 6, and 8 will report to LAUSD using the Initial Exposure Management (IEM) Reporter App, as detailed in the latest LAUSD IOC guidance on exposure management reporting.
- 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 report any clusters of three or more school-related COVID-19 cases online through the Shared Portal for Outbreak Tracing (SPOT):[https://spot.cdph.ca.gov/s/?language=en\\_US](https://spot.cdph.ca.gov/s/?language=en_US). If there are multiple cases to report, schools can submit their reports using the "Bulk Upload Template" located within the SPOT portal. All cluster reporting notifications should be submitted to LACDPH within 1 business day of being notified of the third case within any group. Schools that need assistance on COVID-19 case reporting or other exposure management processes can call the TK-12 School COVID-19 Case Reporting Call Center, Monday through Friday from 8:00 AM to 5:00 PM at (833)707-0319.
  - 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.
  - 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 5 days from COVID-19 symptom onset, or if asymptomatic, 5 days from the date the specimen was collected for the positive COVID-19 test, as detailed below.
- **Outbreak.** 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>4</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 [https://spot.cdph.ca.gov/s/?language=en\\_US](https://spot.cdph.ca.gov/s/?language=en_US).
  - 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.

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<sup>4</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.

- 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.
- Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.

**6. Exposure Management Policy: Close Contacts, Tracing, and Quarantine.** 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, and other local counties. 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:

- **Contact Tracing.** Upon discovery of a confirmed case on campus, the COVID-19 Compliance Task Force will conduct contact tracing by utilizing either Group Tracing or Individual Contact Tracing to identify individuals who had “Close Contacts” with the confirmed case during his or her infectious period. Only Individual Contact Tracing may be used at MSA 2, 3, 4, 6, and 8.
- **“Close Contact”** is defined as spending a total of fifteen minutes or more over a 24-hour period in the same indoor airspace as a confirmed case during the confirmed case’s infectious period (two days before symptom onset until clearance from isolation, or, for asymptomatic cases, from two days before their first positive test until clearance from isolation). For large indoor airspaces of 400,000 cubic feet per floor (such as open-floorplan offices, warehouses, large retail stores, or manufacturing or food processing facilities) close contact is defined as being within 6 feet of the infected person for a cumulative total of 15 minutes or more over a 24-hour period during the infected person’s infectious period. Spaces that are separated by floor-to-ceiling walls (e.g. offices, suites, break/eating areas separated by floor-to-ceiling walls) are considered distinct indoor airspaces.)
  - In Los Angeles County, close contacts occurring in “large indoor airspaces,” may be limited to 1) those in a pre-defined or identifiable group (e.g. teammates, club members,

- cohort, etc.) or 2) those within 6 feet of the infected person for 15 minutes or more over a 24-hour period.
- If a Los Angeles County campus utilizes the 6-ft definition of close contact, it must still issue an exposure notification to all who qualify as close contacts under the “same airspace” definition, and must issue a strong recommendation to those individuals to (1) monitor for symptoms; (2) wear a highly-protective mask around others indoors; and (3) test with an FDA-authorized viral COVID-19 test within 3-5 days since the last date of exposure.
  - Persons with an outdoor exposure at school are not considered close contacts.
  - 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.
  - All MSA campuses will maintain classroom seating charts to facilitate future identification of close contacts.
  - In the event of notice of potential exposure,<sup>5</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.
- **“Highly Protective Mask.”** In some circumstances, masking is required in response to exposure to a confirmed case or following isolation. LAUSD defines this to mean masks that are well-fitting, non-cloth masks of multiple layers with a nose wire, or cloth masks that meet American Society for Testing and Materials (ASTM) standards for high filtration efficiency (ASTM F3502-Level 2) or have a particle filtration efficiency of at least 95%. More information can be found on the Los Angeles County Department of Public Health’s website: <http://publichealth.lacounty.gov/acd/ncorona2019/masks/>.
  - **Individual Contact Tracing.** Schools will notify students who spent more than a cumulative total of 15 minutes (within a 24-hour time period) within 6 feet of a confirmed case during their period of infectiousness. The COVID-19 Compliance Task Force for each campus shall

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<sup>5</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).)

conduct contact tracing investigation by conducting interviews, reviewing seating charts and class schedules, and other means necessary to fully investigate possible exposures.

- Pursuant to LAUSD exposure protocols, Individual Tracing shall be used for investigating all close contacts.
- After confirmation of a positive case at MSA 2, 3, 4, 6 or 8, the COVID-19 Compliance Officer must submit an IEM Report listing all close contacts.
- **Group Tracing.** MSA 2, 3, 4, 6, and 8 may no longer use the group Tracing approach to contact tracing for students. MSA SD shall use Group Tracing for student exposures in the school setting and individual notification for employee exposures and student exposures outside of the school setting. All other MSA campuses shall have the option to utilize either group tracing or individual contact tracing to track exposures among students or employees, as follows:
  - Schools will notify students who spent more than a cumulative total of 15 minutes (within a 24-hour time period) in a shared indoor airspace (e.g., classroom) with someone with COVID-19 during their period of infectiousness.
    - Notification should occur to “groups” of exposed students (e.g., classmates, teammates, cohorts, etc.) rather than contact tracing to identify individual “close contacts” (e.g., those within 6 feet).
    - Notifications should be provided to all individuals considered exposed, including those who are vaccinated and/or recently infected.
    - MSA 2, 3, 4, 6 and 8 COVID-19 Compliance Officers will provide students and employees with a single rapid antigen test per close contact.
- **Exposure Notification.**
  - Notification can be done using an individual notification or group notification method where individuals are notified of their exposure and advised of actions to take, such as testing requirements to remain on campus, in keeping with public health guidance on exposure and quarantine responses.
  - School will strongly recommend testing for all students, employees, and visitors in close contact with the confirmed COVID-19 case.
- **Quarantine Procedures.**
  - **MSA 1, 5, and 7 Employees** are not required to quarantine provided they remain asymptomatic, and 1) monitor for symptoms, 2) wears a highly protective mask around others indoors for 10 days from exposure, except when eating or drinking; 3), and tests negative using an FDA-authorized viral COVID-19 test on Day 3-5 from exposure. Asymptomatic employees who were previously infected with COVID-19

- in the last 90 days are not required to quarantine and are exempt from testing but must mask around others indoors for 10 days after last exposure.
- ***MSA 2, 3, 4, 6, and 8 Employees***, regardless of booster status, can remain at work following exposure to a positive case as long as they monitor for symptoms and remain asymptomatic, wear a highly-protective mask at all times indoors (except when eating or drinking) for ten days following the last date of exposure, and test negative with a rapid test within 3-5 days after last date of exposure. Employees who have had a positive COVID-19 test in the past 90 days are exempt from testing.
  - ***MSA SA Employees*** are not required to quarantine provided they remain asymptomatic, and 1) monitor for symptoms, 2) wears a highly protective mask around others indoors for 10 days from exposure, except when eating or drinking; 3), and tests negative using an FDA-authorized viral COVID-19 test on Day 3-5 from exposure. Asymptomatic employees who were previously infected with COVID-19 in the last 90 days are not required to quarantine and are exempt from testing but must mask around others indoors for 10 days after last exposure.
  - ***MSA SD Employees***, regardless of vaccination status, may remain at work so long as they do not have symptoms, test negative on Day 3-5 from their last exposure, and wear a well-fitting mask indoors around others for at least 10 days following the date of last exposure. Employees who are a close contact with a household member can also remain at work if they do not have symptoms, with testing immediately upon learning that they are a close contact, and on Day 3-5 after the COVID-positive household member completes their isolation period.
  - ***MSA 1, 5, and 7 Students***, regardless of vaccination status, may remain on campus following exposure so long as they 1) remain asymptomatic and monitor for symptoms, 2) wear a highly protective mask around others indoors, except when eating or drinking, for 10 days from exposure, and 3) test with an FDA-authorized viral COVID-19 test within 3-5 days after last exposure.
  - ***MSA 2, 3, 4, 6, and 8 Students***, regardless of vaccination status, can remain at school following exposure to a positive case as long as they monitor for symptoms and remain asymptomatic, wear a highly protective mask at all times indoors (except when eating or drinking) for ten days following the last date of exposure, and test negative with a rapid test within 3-5 days of last exposure. Students who have had a positive COVID-19 test within the last 90 days are exempt from testing. If a student is a close contact but has a mask exemption, they may remain at school but are required to wear a face shield with a drape for 10 days following last exposure. If they cannot tolerate a face shield, they may remain on campus if they 1) remain asymptomatic, 2) monitor for

symptoms for 10 days from last exposure, 3) test negative for COVID-19 once during days 3-5 from exposure and once during days 6-9. Students who cannot mask or meet these requirements must remain home until after Day 10 from exposure.

- ***MSA SA Students***, regardless of vaccination status, may remain on campus following exposure so long as they 1) remain asymptomatic and monitor for symptoms. It is strongly recommended that student close contacts test within 3-5 days after last exposure, unless they have had COVID-19 within the last 90 days.
- ***MSA SD Students***, regardless of vaccination status, may remain on campus so long as they 1) remain asymptomatic and monitor for symptoms, and 2) test negative for COVID-19 between Day 3-5 from last exposure. Students who have had COVID-19 within the last 90 days do not need to test.
- ***MSA 2, 3, 4, 6, and 8 Quarantine Guidelines for Household Close Contacts***  
Individuals who are continuously exposed at home to a household member who has tested positive can remain at school or work as long as they monitor for symptoms and remain asymptomatic, wear a highly protective mask at all times indoors (except when eating or drinking) for ten days after the last date of exposure to the positive household member while infectious, and test negative within 3-5 days after last date of exposure to the positive household member while infectious. Individuals are exempt from testing if they have recovered from a confirmed positive COVID-19 test in the past 90 days. If household close contact is symptomatic, they should test immediately, and if negative, test again on Day 5 from the positive household member's first day of isolation. If the second test result is negative and the individual has been fever-free for 24 hours without using fever-reducing medications and has improved symptoms, they can return on Day 6. The individual must mask at all times indoors at school/work for a full 10 days after last exposure.

## **7. 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.

**8. 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.

**9. 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.

#### **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.
- Indoor mask use remains an effective layer in protecting against COVID-19 infection and transmission, including during sports, music, and related activities, especially activities with increased exertion and/or voice projection, or prolonged close face-face contact. Accordingly:
  - Masks are strongly recommended indoors at all times for teachers, referees, officials, coaches, and other support staff.
  - Masks are strongly recommended indoors for all spectators and observers.
  - Masks are strongly recommended indoors at all times when participants are not actively practicing, conditioning, competing, or performing. Masks are also strongly recommended indoors while on the sidelines, in team meetings, and within locker rooms and weight rooms.
  - When actively practicing, conditioning, performing, or competing indoors, masks are strongly recommended by participants even during heavy exertion, as practicable. Individuals using instruments indoors that cannot be played with a mask (e.g., wind instruments) are strongly recommended to use bell coverings and maintain a minimum of 3 feet of physical distancing between participants. If masks are not worn (or bell covers are not used) due to heavy exertion, it is strongly recommended that individuals undergo screening testing at least once weekly, unless they had COVID-19 in the past 90 days. An FDA-authorized antigen test, PCR test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status.

**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 MSA students are strongly recommended but no longer required to wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space.

Individuals must still wear masks when entering a COVID-19 testing site, symptom and wellness check area, isolation or quarantine area, or other medically sensitive area.

- Staff who return to work from isolation after having COVID-19 must wear a highly-protective mask around others, except when eating or drinking, for the full 10 days from onset of symptoms or, if asymptomatic, from the first positive COVID-19 test.
- Students who return to school from isolation after having COVID-19 are strongly recommended to wear a highly-protective mask around others, except when eating or drinking, for a full 10 days from onset of symptoms or, if asymptomatic, from the first positive COVID-19 test.
- MSA Los Angeles students and employees are required to wear a highly protective mask for 10 days following close contact exposure to a confirmed case. Students and employees of MSA- 1, 5 and 7 who are exempt from wearing a mask may remain in school following exposure if they remain asymptomatic, monitor for symptoms for 10 days from exposure, and test negative for COVID-19 once within 3-5 days after exposure and once 6-9 days after exposure. Otherwise, they must remain home for 10 days from exposure. Students and staff of MSA- 2, 3, 4, 6 and 8 who are exposed to a confirmed case and who have a mask exemption may wear a face shield with a drape along the bottom edge if tolerable instead of a mask, but if they cannot tolerate a face shield, they must remain asymptomatic, monitor for symptoms for 10 days from exposure, and test negative for COVID-19 once within 3-5 days after exposure and once 6-9 days after exposure to remain in school.
- Students and employees are required to wear a highly protective mask at all times in a LACDPH-designated outbreak setting (e.g., individuals who are part of the specific classroom or group involved in the outbreak must wear masks).
- No person at any MSA campus can be prevented from wearing a mask as a condition of participation in an activity or entry into the school site unless wearing a mask would pose a safety hazard.
- Face masks—to the extent they are required—are required without regard to vaccination status.
- Face masks and face shields, if required, 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 if still required to wear one.

- 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 still subject to an indoor face mask requirement 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) or transparent masks 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 their normal surgical-grade face covering at all other times, 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 and proof of receipt of any vaccine booster to which the employee is eligible.
- 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, physician assistant. 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, where they are still required, are strongly encouraged to be vaccinated against COVID-19 and to receive boosters when eligible 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 protective gown, and/or a well-fitting medical grade mask to any employee dealing with sick children, performing cleaning or disinfection, or when otherwise working indoors in close contact with others or when there is 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. 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 LAUSD’s August 13, 2021 communication entitled “COVID-19 Vaccination Requirement for Employees and Other Adults Working at District Facilities,” all employees, contractors, and other adults providing services at any District-owned school site must be fully vaccinated against COVID-19 no later than October 15, 2021. This directive is a condition of both employment and continued employment. **This policy applies to MSA-2, 3, 4, 6, and 8.**
- Pursuant to the LAUSD’s December 16, 2021 communication entitled “Charter School COVID-19 Vaccination Compliance Certification Regarding Employees and/or Other Adults Providing Services to or for the Charter School on Any Site Including Non-District Property Occupied by Any District Authorized Charter School,” the LAUSD employee vaccine mandate will apply to all LAUSD-authorized charter schools, whether on District-property or not. **This policy applies to MSA-7.**
  - Under this policy, all employees of LAUSD-authorized schools, as well as all other adults who provide services to or for the Charter School, must become fully vaccinated against COVID-19 by June 30, 2022.



- Unlike LAUSD’s employee vaccine mandate for charter schools located on District-owned campuses, this policy permits the school to grant reasonable accommodations from vaccination to employees and other adults providing services at the school.
- No employee or other adult providing services to MSA 7 will be permitted on campus if they have not either become fully vaccinated against COVID-19 or received an accommodation from MSA-7 by June 30, 2022.
- MSA-7 shall prepare and carry a process for fielding requests for exemptions and shall establish in writing how its reasonable accommodation process is aligned with the goal of protecting the health and safety of all students, staff, and the school community against the threat of COVID-19.
- Employees and adults providing services at MSA-7 who need an exemption from vaccination must contact the MSA-7 Compliance Task Force and the HR Department as soon as possible if they need an exemption from vaccination.
- Furthermore, pursuant to this policy, MSA 7 must be prepared to provide LAUSD with any and all documents/records demonstrating that it is monitoring its employees and other adults who provide services to or for the Charter School and otherwise relating to the Charter School’s compliance with LAUSD requirements.
- **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.
  - **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-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.
    - Employees at MSA-7 must submit proof of vaccination to the Charter School by June 30, 2022.
  - **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. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the 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, 7, and 8 who are eligible to receive COVID-19 vaccination must be vaccinated against COVID-19 by the first day of the 2023-24 school year, 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, 7, 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.
- **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, 7, and 8 students who fail to comply with the Student Vaccination Policy by the first day of Fall Semester 2023, 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.

**Appendix**

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**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

<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"/>	<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

[4882-9000-3761, v. 5](#)



Updated on 11/10/2022

### 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 2022-23 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.** 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 are strongly encouraged to wear a face mask while inside any Charter School building, vehicle, or other enclosed space.
- 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 have tested positive.
- 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 sharing the same indoor airspace with an infected person for a cumulative total of 15 minutes or more over a 24-hour period during the positive case’s infectious period: 2 days before onset of symptoms or, for asymptomatic patients, 2 days prior to first positive test specimen collection and until the time the person is cleared from isolation. In indoor spaces greater than 400,000 cubic feet per floor (such as open-floorplan offices, warehouses, large retail stores, or manufacturing or food processing facilities), then close contact is defined as being within 6 feet from the infected person for a cumulative total of 15 minutes or more over a 24-hour period.
- 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 regarding COVID-19 symptoms, 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 who have had close contact with an individual who has tested positive shall be permitted to access the school site so long as they follow all quarantine and close contact guidance set forth in Section 6 of this Policy.
  - 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 FDA-Authorized viral COVID-19 tests, including a Nucleic Acid Amplification Test (NAAT, such as a Polymerase Chain Reaction test or an Antigen test. An FDA-authorized over-the-counter test is acceptable for student and staff screening purposes so long as the results can be verified.
- Testing will be applied on symptomatic<sup>1</sup>, response<sup>2</sup>, and asymptomatic<sup>3</sup> bases, as required by health authority guidance and this policy.
- 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:
  - Any employees experiencing symptoms of COVID-19, regardless of whether there is a known exposure, and
  - Any employee with close contact exposure, whether to a single case, an outbreak, or a major outbreak.

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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.”



- Testing Required in San Diego County:
  - 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 July 1, 2022, MSA- 2, 3, 4, 6, and 8 will no longer conduct weekly asymptomatic testing. Instead, these campuses will implement a Response Testing protocol, whereby those (1) who present with symptoms, (2) who have been exposed to a confirmed positive case (inside or outside of school or work), or (3) who tested positive for COVID-19 and need to return from isolation early (after Day 5), will be required to test with a rapid antigen test provided by the school site.
  - Individuals who have recovered from laboratory-confirmed COVID-19 within the last 90 days are not required to test for COVID-19 unless they develop new onset symptoms. If these individuals develop new onset symptoms, they may avail themselves of a Rapid Antigen Test at their school or work site and upload its results via the Daily Pass.
  - These campuses are recommended to maintain an inventory of rapid antigen tests equal to 30% of the total student and employee enrollment for response testing purposes.
  - Individuals new to LAUSD are required to baseline test upon their start of school or work. All individuals will be required to comply with all District requirements for baseline testing upon return from school breaks, such as Spring Break.
- Testing Required at MSA-1, 5, 7 and MSA-SA:
  - Beginning July 1, 2022, MSA-1, 5, 7, and Santa Ana will no longer conduct weekly asymptomatic testing. Instead, these campuses will implement a Response Testing protocol, whereby those (1) who present with symptoms, (2) who have been exposed to a confirmed positive case (inside or outside of school or work), or (3) who tested

positive for COVID-19 and need to return from isolation early (after Day 5), will be required to test with a rapid antigen test provided by the school site.

- 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.
- 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 as required by local public health department guidance.
- 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: Suspected/Confirmed Cases and Isolation.** 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, and other local counties. 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:

- **Reporting Obligation.** 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 positive COVID-19 cases to the appropriate county authority to the extent required by their county health department.
- **Suspected Cases.** In the event of a suspected COVID-19 case:
  - The Charter School will identify an isolation room and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
  - 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 provided with and required to wear a surgical-grade or better face covering and should be directed to 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 area 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 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. Students and employees of MSA- 2, 3, 4, 6 and 8 will be provided with a rapid antigen test to administer at home.
  - A log will be kept of all persons entering the isolation area.
  - Physical distancing of six feet or greater will be maintained in the isolation and area and masking shall be required for any individual entering these areas.
- **Symptomatic but negative.** 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.
  - For MSA-SD, individuals who have symptoms of COVID-19 but who test negative with an antigen test must confirm the initial negative antigen test with a second follow-up test (antigen, PCR, or other NAAT) administered the following day and must remain isolated until cleared by the confirmatory test.

- **Isolation.** Persons who test positive or are otherwise diagnosed with COVID-19 must isolate until they have satisfied the following conditions:
  - At least 5 days have passed since symptom onset or, if asymptomatic, since their positive test; AND
  - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
  - Other symptoms have resolved or are improving; AND
  - An FDA authorized COVID-19 viral test (antigen preferred) test taken on or after Day 5 from symptom onset is negative. Confirmed cases at MSA 2, 3, 4, 6, and 8 will be provided with a rapid antigen test to be used to determine eligibility to return to school.
  - NOTE: If fever reduction, improvement of other symptoms, or a negative test are not all achieved, isolation may not end until after Day 10 from symptom onset or, if asymptomatic, their positive test, so long as 24 hours have passed since resolution of fever and all other symptoms are not present or are improving.
  - If a person's COVID-19 symptoms recur or worsen after ending isolation, they should re-isolate as they may have COVID-19 rebound. Isolation for COVID-19 rebound can end 5 days after rebound began, as long as the individual has been fever-free for at least 24 hours and symptoms are improving.
  - Note: For staff, per CAL/OSHA COVID-19 Prevention ETS, testing that is required for employees must be provided by the employer free of charge and during work hours; these tests may not be self-administered and self-read unless they are observed by the employer or an authorized telehealth proctor or verifiable through the use of a time/date stamped photograph or through the use of a test that employee digital result reporting that marks the time and date of the result.
  - Students returning to school after isolation are strongly recommended to wear a highly protective non-cloth mask when around others, except when eating or drinking, for a full 10 days from testing positive or onset of symptoms.
  - Staff returning to school after isolation are required to wear a highly protective non-cloth mask when around others, except when eating or drinking, for a full 10 days from testing positive or onset of symptoms.
  - The School will comply with Cal/OSHA regulations regarding when employees may return to work after exposure, as detailed in the Charter School's IIPP addendum.
- **School Response to Confirmed Case.** 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 are only required to alert LACDPH when there are three or more cases of COVID-19 in a classroom, office, or other pre-defined or identifiable group who were on campus at any point within the 14 days prior to illness onset date.
- 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).
- MSA Los Angeles Schools will inform all employees how to obtain testing, will offer testing at no cost and during paid time, and will provide testing in a manner that ensures employee confidentiality. An over-the-counter COVID-19 test may be both self-administered and self-read if the results are verifiable, such as through a time/date stamped photograph or through use of an over the counter test that uses digital reporting of results.
- 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 isolate.
- Site administrators of MSA- 2, 3, 4, 6, and 8 will report to LAUSD using the Initial Exposure Management (IEM) Reporter App, as detailed in the latest LAUSD IOC guidance on exposure management reporting.
- 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 report any clusters of three or more school-related COVID-19 cases online through the Shared Portal for Outbreak Tracing (SPOT):[https://spot.cdph.ca.gov/s/?language=en\\_US](https://spot.cdph.ca.gov/s/?language=en_US). If there are multiple cases to report, schools can submit their reports using the “Bulk Upload Template” located within the SPOT portal. All cluster reporting notifications should be submitted to LACDPH within 1 business day of being notified of the third case within any group. Schools that need assistance on COVID-19 case reporting or other exposure management processes can call the TK-12 School COVID-19 Case Reporting Call Center, Monday through Friday from 8:00 AM to 5:00 PM at (833)707-0319.
  - 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.
- 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 5 days from COVID-19 symptom onset, or if asymptomatic, 5 days from the date the specimen was collected for the positive COVID-19 test, as detailed below.
- **Outbreak.** 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>4</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 [https://spot.cdph.ca.gov/s/?language=en\\_US](https://spot.cdph.ca.gov/s/?language=en_US).
  - 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.

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<sup>4</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.

- 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.
- Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.

**6. Exposure Management Policy: Close Contacts, Tracing, and Quarantine.** 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, and other local counties. 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:

- **Contact Tracing.** Upon discovery of a confirmed case on campus, the COVID-19 Compliance Task Force will conduct contact tracing by utilizing either Group Tracing or Individual Contact Tracing to identify individuals who had “Close Contacts” with the confirmed case during his or her infectious period. Only Individual Contact Tracing may be used at MSA 2, 3, 4, 6, and 8.
- **“Close Contact”** is defined as spending a total of fifteen minutes or more over a 24-hour period in the same indoor airspace as a confirmed case during the confirmed case’s infectious period (two days before symptom onset until clearance from isolation, or, for asymptomatic cases, from two days before their first positive test until clearance from isolation). **For large indoor airspaces of 400,000 cubic feet per floor (such as open-floorplan offices, warehouses, large retail stores, or manufacturing or food processing facilities) close contact is defined as being within 6 feet of the infected person for a cumulative total of 15 minutes or more over a 24-hour period during the infected person’s infectious period. Spaces that are separated by floor-to-ceiling walls (e.g. offices, suites, break/eating areas separated by floor-to-ceiling walls) are considered distinct indoor airspaces.)**
  - In Los Angeles County, close contacts occurring in “large indoor airspaces,” may be limited to 1) those in a pre-defined or identifiable group (e.g. teammates, club members,

- cohort, etc.) or 2) those within 6 feet of the infected person for 15 minutes or more over a 24-hour period.
- If a Los Angeles County campus utilizes the 6-ft definition of close contact, it must still issue an exposure notification to all who qualify as close contacts under the “same airspace” definition, and must issue a strong recommendation to those individuals to (1) monitor for symptoms; (2) wear a highly-protective mask around others indoors; and (3) test with an FDA-authorized viral COVID-19 test within 3-5 days since the last date of exposure.
  - Persons with an outdoor exposure at school are not considered close contacts.
  - 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.
  - All MSA campuses will maintain classroom seating charts to facilitate future identification of close contacts.
  - In the event of notice of potential exposure,<sup>5</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.
- **“Highly Protective Mask.”** In some circumstances, masking is required in response to exposure to a confirmed case or following isolation. LAUSD defines this to mean masks that are well-fitting, non-cloth masks of multiple layers with a nose wire, or cloth masks that meet American Society for Testing and Materials (ASTM) standards for high filtration efficiency (ASTM F3502-Level 2) or have a particle filtration efficiency of at least 95%. More information can be found on the Los Angeles County Department of Public Health’s website: <http://publichealth.lacounty.gov/acd/ncorona2019/masks/>.
  - **Individual Contact Tracing.** Schools will notify students who spent more than a cumulative total of 15 minutes (within a 24-hour time period) within 6 feet of a confirmed case during their period of infectiousness. The COVID-19 Compliance Task Force for each campus shall

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<sup>5</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).)

conduct contact tracing investigation by conducting interviews, reviewing seating charts and class schedules, and other means necessary to fully investigate possible exposures.

- Pursuant to LAUSD exposure protocols, Individual Tracing shall be used for investigating all close contacts.
- After confirmation of a positive case at MSA 2, 3, 4, 6 or 8, the COVID-19 Compliance Officer must submit an IEM Report listing all close contacts.
- **Group Tracing.** MSA 2, 3, 4, 6, and 8 may no longer use the group Tracing approach to contact tracing for students. MSA SD shall use Group Tracing for student exposures in the school setting and individual notification for employee exposures and student exposures outside of the school setting. All other MSA campuses shall have the option to utilize either group tracing or individual contact tracing to track exposures among students or employees, as follows:
  - Schools will notify students who spent more than a cumulative total of 15 minutes (within a 24-hour time period) in a shared indoor airspace (e.g., classroom) with someone with COVID-19 during their period of infectiousness.
    - Notification should occur to “groups” of exposed students (e.g., classmates, teammates, cohorts, etc.) rather than contact tracing to identify individual “close contacts” (e.g., those within 6 feet).
    - Notifications should be provided to all individuals considered exposed, including those who are vaccinated and/or recently infected.
    - MSA 2, 3, 4, 6 and 8 COVID-19 Compliance Officers will provide students and employees with a single rapid antigen test per close contact.
- **Exposure Notification.**
  - Notification can be done using an individual notification or group notification method where individuals are notified of their exposure and advised of actions to take, such as testing requirements to remain on campus, in keeping with public health guidance on exposure and quarantine responses.
  - School will strongly recommend testing for all students, employees, and visitors in close contact with the confirmed COVID-19 case.
- **Quarantine Procedures.**
  - **MSA 1, 5, and 7 Employees** are not required to quarantine provided they remain asymptomatic, and 1) monitor for symptoms, 2) wears a highly protective mask around others indoors for 10 days from exposure, except when eating or drinking; 3), and tests negative using an FDA-authorized viral COVID-19 test on Day 3-5 from exposure. Asymptomatic employees who were previously infected with COVID-19

- in the last 90 days are not required to quarantine and are exempt from testing but must mask around others indoors for 10 days after last exposure.
- ***MSA 2, 3, 4, 6, and 8 Employees***, regardless of booster status, can remain at work following exposure to a positive case as long as they monitor for symptoms and remain asymptomatic, wear a highly-protective mask at all times indoors (except when eating or drinking) for ten days following the last date of exposure, and test negative with a rapid test within 3-5 days after last date of exposure. Employees who have had a positive COVID-19 test in the past 90 days are exempt from testing.
  - ***MSA SA Employees*** are not required to quarantine provided they remain asymptomatic, and 1) monitor for symptoms, 2) wears a highly protective mask around others indoors for 10 days from exposure, except when eating or drinking; 3), and tests negative using an FDA-authorized viral COVID-19 test on Day 3-5 from exposure. Asymptomatic employees who were previously infected with COVID-19 in the last 90 days are not required to quarantine and are exempt from testing but must mask around others indoors for 10 days after last exposure.
  - ***MSA SD Employees***, regardless of vaccination status, may remain at work so long as they do not have symptoms, test negative on Day 3-5 from their last exposure, and wear a well-fitting mask indoors around others for at least 10 days following the date of last exposure. Employees who are a close contact with a household member can also remain at work if they do not have symptoms, with testing immediately upon learning that they are a close contact, and on Day 3-5 after the COVID-positive household member completes their isolation period.
  - ***MSA 1, 5, and 7 Students***, regardless of vaccination status, may remain on campus following exposure so long as they 1) remain asymptomatic and monitor for symptoms, 2) wear a highly protective mask around others indoors, except when eating or drinking, for 10 days from exposure, and 3) test with an FDA-authorized viral COVID-19 test within 3-5 days after last exposure.
  - ***MSA 2, 3, 4, 6, and 8 Students***, regardless of vaccination status, can remain at school following exposure to a positive case as long as they monitor for symptoms and remain asymptomatic, wear a highly protective mask at all times indoors (except when eating or drinking) for ten days following the last date of exposure, and test negative with a rapid test within 3-5 days of last exposure. Students who have had a positive COVID-19 test within the last 90 days are exempt from testing. If a student is a close contact but has a mask exemption, they may remain at school but are required to wear a face shield with a drape for 10 days following last exposure. If they cannot tolerate a face shield, they may remain on campus if they 1) remain asymptomatic, 2) monitor for

symptoms for 10 days from last exposure, 3) test negative for COVID-19 once during days 3-5 from exposure and once during days 6-9. Students who cannot mask or meet these requirements must remain home until after Day 10 from exposure.

- ***MSA SA Students***, regardless of vaccination status, may remain on campus following exposure so long as they 1) remain asymptomatic and monitor for symptoms. It is strongly recommended that student close contacts test within 3-5 days after last exposure, unless they have had COVID-19 within the last 90 days.
- ***MSA SD Students***, regardless of vaccination status, may remain on campus so long as they 1) remain asymptomatic and monitor for symptoms, and 2) test negative for COVID-19 between Day 3-5 from last exposure. Students who have had COVID-19 within the last 90 days do not need to test.
- ***MSA 2, 3, 4, 6, and 8 Quarantine Guidelines for Household Close Contacts***  
Individuals who are continuously exposed at home to a household member who has tested positive can remain at school or work as long as they monitor for symptoms and remain asymptomatic, wear a highly protective mask at all times indoors (except when eating or drinking) for ten days after the last date of exposure to the positive household member while infectious, and test negative within 3-5 days after last date of exposure to the positive household member while infectious. Individuals are exempt from testing if they have recovered from a confirmed positive COVID-19 test in the past 90 days. If household close contact is symptomatic, they should test immediately, and if negative, test again on Day 5 from the positive household member's first day of isolation. If the second test result is negative and the individual has been fever-free for 24 hours without using fever-reducing medications and has improved symptoms, they can return on Day 6. The individual must mask at all times indoors at school/work for a full 10 days after last exposure.

## **7. 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.

**8. 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.

**9. 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.

#### **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.
- Indoor mask use remains an effective layer in protecting against COVID-19 infection and transmission, including during sports, music, and related activities, especially activities with increased exertion and/or voice projection, or prolonged close face-face contact. Accordingly:
  - Masks are strongly recommended indoors at all times for teachers, referees, officials, coaches, and other support staff.
  - Masks are strongly recommended indoors for all spectators and observers.
  - Masks are strongly recommended indoors at all times when participants are not actively practicing, conditioning, competing, or performing. Masks are also strongly recommended indoors while on the sidelines, in team meetings, and within locker rooms and weight rooms.
  - When actively practicing, conditioning, performing, or competing indoors, masks are strongly recommended by participants even during heavy exertion, as practicable. Individuals using instruments indoors that cannot be played with a mask (e.g., wind instruments) are strongly recommended to use bell coverings and maintain a minimum of 3 feet of physical distancing between participants. If masks are not worn (or bell covers are not used) due to heavy exertion, it is strongly recommended that individuals undergo screening testing at least once weekly, unless they had COVID-19 in the past 90 days. An FDA-authorized antigen test, PCR test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status.

**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 MSA students are strongly recommended but no longer required to wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space.

Individuals must still wear masks when entering a COVID-19 testing site, symptom and wellness check area, isolation or quarantine area, or other medically sensitive area.

- Staff who return to work from isolation after having COVID-19 must wear a highly-protective mask around others, except when eating or drinking, for the full 10 days from onset of symptoms or, if asymptomatic, from the first positive COVID-19 test.
- Students who return to school from isolation after having COVID-19 are strongly recommended to wear a highly-protective mask around others, except when eating or drinking, for a full 10 days from onset of symptoms or, if asymptomatic, from the first positive COVID-19 test.
- MSA Los Angeles students and employees are required to wear a highly protective mask for 10 days following close contact exposure to a confirmed case. Students and employees of MSA- 1, 5 and 7 who are exempt from wearing a mask may remain in school following exposure if they remain asymptomatic, monitor for symptoms for 10 days from exposure, and test negative for COVID-19 once within 3-5 days after exposure and once 6-9 days after exposure. Otherwise, they must remain home for 10 days from exposure. Students and staff of MSA- 2, 3, 4, 6 and 8 who are exposed to a confirmed case and who have a mask exemption may wear a face shield with a drape along the bottom edge if tolerable instead of a mask, but if they cannot tolerate a face shield, they must remain asymptomatic, monitor for symptoms for 10 days from exposure, and test negative for COVID-19 once within 3-5 days after exposure and once 6-9 days after exposure to remain in school.
- Students and employees are required to wear a highly protective mask at all times in a LACDPH-designated outbreak setting (e.g., individuals who are part of the specific classroom or group involved in the outbreak must wear masks).
- No person at any MSA campus can be prevented from wearing a mask as a condition of participation in an activity or entry into the school site unless wearing a mask would pose a safety hazard.
- Face masks—to the extent they are required—are required without regard to vaccination status.
- Face masks and face shields, if required, 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 if still required to wear one.

- 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 still subject to an indoor face mask requirement 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) or transparent masks 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 their normal surgical-grade face covering at all other times, 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 and proof of receipt of any vaccine booster to which the employee is eligible.
- 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, physician assistant. 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, where they are still required, are strongly encouraged to be vaccinated against COVID-19 and to receive boosters when eligible 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 protective gown, and/or a well-fitting medical grade mask to any employee dealing with sick children, performing cleaning or disinfection, or when otherwise working indoors in close contact with others or when there is 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. 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 LAUSD’s August 13, 2021 communication entitled “COVID-19 Vaccination Requirement for Employees and Other Adults Working at District Facilities,” all employees, contractors, and other adults providing services at any District-owned school site must be fully vaccinated against COVID-19 no later than October 15, 2021. This directive is a condition of both employment and continued employment. **This policy applies to MSA-2, 3, 4, 6, and 8.**
- Pursuant to the LAUSD’s December 16, 2021 communication entitled “Charter School COVID-19 Vaccination Compliance Certification Regarding Employees and/or Other Adults Providing Services to or for the Charter School on Any Site Including Non-District Property Occupied by Any District Authorized Charter School,” the LAUSD employee vaccine mandate will apply to all LAUSD-authorized charter schools, whether on District-property or not. **This policy applies to MSA-7.**
  - Under this policy, all employees of LAUSD-authorized schools, as well as all other adults who provide services to or for the Charter School, must become fully vaccinated against COVID-19 by June 30, 2022.



- Unlike LAUSD’s employee vaccine mandate for charter schools located on District-owned campuses, this policy permits the school to grant reasonable accommodations from vaccination to employees and other adults providing services at the school.
- No employee or other adult providing services to MSA 7 will be permitted on campus if they have not either become fully vaccinated against COVID-19 or received an accommodation from MSA-7 by June 30, 2022.
- MSA-7 shall prepare and carry a process for fielding requests for exemptions and shall establish in writing how its reasonable accommodation process is aligned with the goal of protecting the health and safety of all students, staff, and the school community against the threat of COVID-19.
- Employees and adults providing services at MSA-7 who need an exemption from vaccination must contact the MSA-7 Compliance Task Force and the HR Department as soon as possible if they need an exemption from vaccination.
- Furthermore, pursuant to this policy, MSA 7 must be prepared to provide LAUSD with any and all documents/records demonstrating that it is monitoring its employees and other adults who provide services to or for the Charter School and otherwise relating to the Charter School’s compliance with LAUSD requirements.
- **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.
  - **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-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.
    - Employees at MSA-7 must submit proof of vaccination to the Charter School by June 30, 2022.
  - **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. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the 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, 7, and 8 who are eligible to receive COVID-19 vaccination must be vaccinated against COVID-19 by the first day of the 2023-24 school year, 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, 7, 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.
- **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, 7, and 8 students who fail to comply with the Student Vaccination Policy by the first day of Fall Semester 2023, 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.

**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: _____
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### 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

## Coversheet

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

**Section:** III. Action Items  
**Item:** A. Approval of Findings to Conduct Virtual Meetings Pursuant  
to AB 361/Government Code Section 54953  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** AB 361 Findings - November 10.pdf



Agenda Item:	III A: Action Item
Date:	November 10, 2022
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Alfredo Rubalcava, CEO & Superintendent
RE:	Approval of Findings to Conduct Virtual Meetings Pursuant to AB361/ Government Code Section 54953

### **Action Proposed:**

I move for the Magnolia Public Schools Board of Directors to adopt the findings relating to the ability of the MPS Board and all MPS Committees to conduct meetings through teleconference during the State of Emergency, in reference to AB 361/Government Code Section 54953.

### **Purpose:**

In September 16, 2021, Governor Newsom signed executive order Assembly Bill (AB) 361 into law which gives local agencies, included local educational agencies (LEA) governing boards, flexibility in conducting public meetings virtually during a declared state of emergency.

### **Background:**

In March 2021, Governor Newsom issued Executive Order N-29-20, which, among other things, temporarily suspended certain Brown Act teleconference meeting requirements for as long as public health agencies have imposed or recommended social distancing measures, as the COVID-19 pandemic has made them unsafe. AB 361 will sunset January 1, 2024.

### **Analysis:**

In order for Magnolia Public Schools (MPS) Board Meetings to trigger the AB 361 teleconferencing provisions, any of the following circumstances must follow:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing;
- The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining by majority vote whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees;
- The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Governor is expected to end the state of emergency on February 2023 which will make AB361 null and void.



**Exhibits:**

- Board Findings pursuant of Government Code 54953(e)(3)



**EACH THIRTY DAYS THEREAFTER FOR BOARD OF DIRECTORS & COMMITTEES**

Magnolia Public Schools

**Magnolia Public Schools findings pursuant to Government Code Section 54953(e)(3)**

The Magnolia Public Schools Board of Directors has reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

DATE: November 10, 2022

**VOTE**

AYE:

NOES:

ABSENT:

BOARD SECRETARY: \_\_\_\_\_

# Coversheet

## Approval of 16600 Vanowen Street - New Property Acquisition

<b>Section:</b>	III. Action Items
<b>Item:</b>	B. Approval of 16600 Vanowen Street - New Property Acquisition
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	16600 Vanowen Street – New Property Acquisition.pdf



Agenda Item:	III B: Action Item
Date:	November 10, 2022
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors (the "Board")
From:	Audit & Facilities Committee (the "Committee")
Staff Lead(s):	Patrick Ontiveros, Director of Facilities/Real Estate & General Counsel
RE:	16600 Vanowen Street – New Property Acquisition

### **Action Proposed:**

MPS Staff recommends that the Magnolia Public Schools (MPS) Board approve and ratify the execution of a purchase and sale agreement and opening of escrow for that certain property located at 16600 Vanowen Street (the "Property") for the benefit of Magnolia Science Academy—2 ("MSA-2").

### **Purpose:**

The purpose is to provide a campus for MSA-2 following its last school year in 2023-24 on the Birmingham Community Charter High School ("BCCHS") under a co-location use agreement ("CUA") with the Los Angeles Unified School District ("LAUSD").

### **Background:**

MSA-2 operates on the BCCHS campus under the CUA with LAUSD. By its terms the CUA is co-terminus with MSA-2's charter. Originally, MSA-2's charter was scheduled to expire in June 2022. However, when the State of California through legislation provided an extension for all charters expiring during the COVID pandemic, MSA-2's charter was extended for two years, now expiring in June 2024. Notwithstanding, LAUSD asserted that such extension was inapplicable to the CUA and that MSA-2 was required to submit an application for Prop 39 space commencing with the 2022-23 school year, with no guarantee that MSA-2 would remain on the BCCHS campus. MPS disputed LAUSD's position. After negotiation, MPS and LAUSD agreed that MSA-2 could remain on the BCCHS property through the 2023-24 school year. Thereafter, MSA-2 will have to apply for space under Prop 39. In fact, MSA-2 submitted a Prop 39 application when the FUA's interpretation was being disputed by LAUSD. Around the time that the MPS and LAUSD came to a resolution, LAUSD prepared a response to the Prop 39 application which revealed that LAUSD intended to split the MSA-2 campus in two.



### **Analysis:**

MPS wishes to find a private site for MSA-2 in the general proximity of its current location on the BCCHS campus. For over a year, MPS has worked with its broker to locate an appropriate property for MSA-2. Nothing promising has been found. In light of the pending expiration of the CUA, it is imperative that MPS locate a new site for MSA-2 so that it is not split up.

The Property was brought to the attention of MPS Staff by our broker. It is 4.3 acres and has been owned by the same family for some time. It was placed on the market by the family's broker and received multiple offers. After a couple rounds of back and forth with MPS and other interested buyers, MPS was chosen by the seller because MPS largely agreed to the Seller's terms documented in a letter of intent.

Using the extra-ordinary powers granted to him by the Board of Directors at its February 10, 2022 meeting and because no amount of money would be put at risk (as the good faith deposit is entirely refundable before the end of the due diligence period), MPS's CEO and Superintendent signed the purchase and sale agreement, a copy of which is attached as Exhibit A, and opened escrow with Fidelity National Title on October 12, 2022. MPS made a good faith deposit of \$400,000 which is fully refundable until the end of the due diligence period. The due diligence period is sixty (60) days and therefore ends on December 11, 2022.

Since opening escrow MPS staff has engaged vendors for due diligence activities. An appraisal, ALTA and topographic survey, Phase I environmental site assessment, geotechnical study and design options are all underway. Because the Property is not currently zoned for schools, it will need a conditional use permit which will require additional studies including a traffic study. MPS's land use consultant is preparing the appropriate documents for the application. MPS does not expect to be able to file an application before the end of the due diligence period. Consequently, MPS, if it closes escrow will face the risk that the Property is not properly entitled and therefore MPS must dispose of it. All of these scenarios are being examined by MPS staff.

### **Impact:**

MPS Staff believes that if it is successful, the Property will provide an excellent campus for MSA-2. MSA-2 is fully enrolled, and is a high performing school. As a result, MPS Staff believes that since the Property is approximately one mile away from MSA-2's current home on the BCCHS campus, it will retain its student body and will continue to attract students due to being able to stay in its current community.

### **Budget Implications:**

MPS Staff is analyzing the financial implications of the purchase and focusing on affordability. MPS staff is working with its financial advisor in order to source financing and develop strategies that will make the overall project – acquisition, entitlements, construction – affordable for MSA2.





**Committee Recommendations:**

The MPS Audit & Facilities Committee approved the recommendation of this motion to the full Board on Thursday, November 3, 2022. The motion carried with unanimous approval from the Committee.

**Exhibits:**

- (A) Purchase and Sale Agreement



## Exhibit A

### Purchase and Sale Agreement for 16600 Vanowen Street



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE
(Vacant Land)

Dated: October 10, 2022

1. Buyer.

1.1 Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation, ("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 60 days after the waiver or satisfaction 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. See Paragraph 37.

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 Agreement, including any or a subsequent counteroffer thereto, the Buyer and Seller have reached an agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property, and the Agreement has been delivered to Escrow 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 +/- 4.29 acres of vacant land is located in the County of Los Angeles, is commonly known as (street address, city, state, zip) 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, CA 91406 and is legally described as: to be provided by Fidelity National Title (APN: 2231-007-008, -016, -017.)

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: 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 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and N/A 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 [X] \$13,900,000.00, or [ ] (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) per unit. The unit used to determine the Purchase Price shall be: [ ] lot [ ] acre [ ] square foot [ ] other prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: The Purchase Price shall be 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):

\$13,900,000.00

(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(s) 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 ).

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~~(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;~~

~~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, or  W 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 wire to Escrow Holder a check in the sum of \$400,000.00 (the "Deposit"). If said check 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 be released to the Seller or Seller's identified 1031 exchange accommodator and 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, 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).

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 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 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 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.~~

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~~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 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 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("**Agent(s)**"):

Seller's Brokerage Firm Evanisko Realty & Investment, Inc. License No. \_\_\_\_\_ is the broker of (check one):  the Seller; or  both the Buyer and Seller (dual agent).

Seller's Agent Frank Evanisko License No. 01383591 is (check one):  the Seller's Agent (salesperson or broker associate); or  both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm InSite EFS, Inc. License No. 01957797 is the broker of (check one):  the Buyer; or  both the Buyer and Seller (dual agent).

Buyer's Agent Dan Morrar License No. 01716132 is (check one):  the Buyer's Agent (salesperson or broker associate); or  both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. ~~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, agent 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 and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents 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, agent, finder or other similar party, other than said named Brokers and Agents 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~~ **Buyer 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 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 or disapproval of any other matter subject to Buyer's approval, 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 ~~Seller's a party's~~ breach of this Agreement **or due to a default on the part of a party, then the breaching party** ~~Seller~~ 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.

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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 Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge **and without any warranties whatsoever**, copies of all surveys, engineering studies, soil reports, **and maps, master plans, feasibility studies and other similar items** prepared by or for Buyer that pertain to the Property.

#### 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, 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~~ 60 days from the ~~receipt of said disclosures.~~ **Date of Agreement** to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 60 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~~ 60 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~~ 60 days following 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~~ 5 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 60 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.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(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~~ 60 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~~ 60 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 \_\_\_\_\_ 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 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.~~

(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~~ 60 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~~ 60 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 prior to the expiration of the**

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**Contingency Period, it shall be a condition to Buyer's obligation to Close that Seller shall cause all Other 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 \_\_\_\_\_ 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. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or \_\_\_\_\_ 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 a return of the Deposit, which shall 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, or 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.

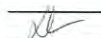
## 10. Documents and Other Items Required at or Before Closing.

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 days prior to the Closing, in time for delivery to Buyer at the Closing:**

- (a) Grant ~~or general warranty deed~~, 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.~~

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(d) 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.

(e) 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.

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

(g) 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.

**(h) 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.~~

~~(f) 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~~ **Utilities** 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 **to Seller's Actual Knowledge:**

(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

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on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, 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 to 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 ~~promptly~~ **immediately** 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.**

**(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 judgement, order or decree of any court having jurisdiction over Seller or all or any portion of the Property.**

"Actual Knowledge" shall mean the actual, not constructive, knowledge of D. Moe, without any duty of inquiry.

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, feasibility studies, 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 Actual 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.

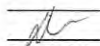
~~Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.~~ **See Paragraph 29 of the Addendum attached hereto and made a part of.**

### 14. Buyer's Entry.

At any time during the Escrow period **but upon not less than forty-eight (48) hours prior written notice**, 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 recompaction 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.

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Page 7 of 11



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 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 five (5) days 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 Van Nuys, CA on the date of October 14, 2022, 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 AND DOES NOT CURE SUCH BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER WRITTEN NOTICE, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$400,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER (EXCEPT FOR SUCH OBLIGATIONS WHICH EXPRESSLY OR BY THEIR NATURE ARE INTENDED TO SURVIVE THE TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY OF BUYER'S INDEMNITY OBLIGATIONS), 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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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 LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, 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 ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. 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.

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~~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.~~

Buyer's Initials

Seller's Initials

**23. Miscellaneous.**

**23.1 Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, 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. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

**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 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.

**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 licensees, 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 confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to 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. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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(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 45. (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 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.

Date: 10/10/2022

**BROKER**

InSite EFS, Inc.  
 Attn: Dan Morrarr  
 Title: Broker of Record  
 Address: \_\_\_\_\_  
 Phone: 323-686-6539  
 Fax: \_\_\_\_\_  
 Email: dmorrarr@insiteefs.com  
 Federal ID No.: \_\_\_\_\_  
 Broker DRE License #: 01957797  
 Agent DRE License #: 01716132


**BUYER**

Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation  
 DocuSigned by:  
 By: Alfredo Rubalcava  
 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: \_\_\_\_\_

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**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 agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 3.5 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 2 % and Buyer's Broker 1.5 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller 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.**

Date: 10/11/2022

**BROKER**

**SELLER**

Evanisko Realty & Investment, Inc.

U-1 Enterprises, LLC, a California limited liability company

Attn: Frank Evanisko

By: [Signature]

Title: President

Name Printed: D. Moe

Address: 12400 Ventura Boulevard, Suite 606, Studio City, CA 91604

Title: Manager

Phone: 818-985-9700

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

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

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

Email: frank@evaniskorealty.com

Email: \_\_\_\_\_

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

By: \_\_\_\_\_

Broker DRE License #: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Agent's DRE License #: 01383591

Title: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Address: 6750 Balboa Boulevard, Van Nuys, CA 91406

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

AIR CRE \* <https://www.aircre.com> \* 213-687-8777 \* [contracts@aircre.com](mailto:contracts@aircre.com)

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

This Addendum ("**Addendum**") is attached to and incorporated in that STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE dated for reference purposes only as of October 10, 2022 (the "**AIR Form Agreement**"), by and between U-1 Enterprises, LLC, a California limited liability company, as "**Seller**", and Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation, as "**Buyer**". The AIR Form Agreement, together with all exhibits attached thereto and this Addendum, are referred to in this Addendum as the "**Agreement**". Any capitalized terms not specifically defined herein shall have the meaning set forth in the AIR Form Agreement. All references in the AIR Form Agreement shall be deemed to include this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the AIR Form Agreement, the provisions of this Addendum will control.

28. **BUYER'S RIGHT TO TERMINATE.** Notwithstanding any other provision in Paragraph 9 or elsewhere in the Agreement, Buyer shall have sixty (60) days from the Date of Agreement (the "**Contingency Period**") to investigate, review and approve or disapprove any or all Buyer's Contingencies prior to the expiration of the Contingency Period in Buyer's sole and absolute discretion. During the Contingency 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 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, it shall be deemed that Buyer has elected to terminate the Agreement, and the Deposit shall be promptly returned to Buyer by the Escrow Holder without any additional authorizations or approvals of any kind required.

29. **DELIVERY OF THE PROPERTY.** Seller shall, at no expense to Buyer, cause the Property to be delivered to Buyer free and clear of all tenants, occupants, leases, other occupancy agreements, personal property (other than as otherwise agreed to herein), and in the same general condition as of the date of this Agreement at the Close of Escrow.

30. **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, the following documents and records (or copies thereof) relating to the Property but only to the extent in the possession of Seller or Seller's employees, agents or representatives (the "**Documentation**"):

- 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 utilities, improvements and any easements.
- C. Any letters from, agreements with, or approvals or disapprovals 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. The Title Policy insuring Seller ownership, and if available a current and complete title report, including full copies of all exceptions and underlying documents.
- G. Copies of any and all leases, subleases or other occupancy agreements, currently in effect with respect to the Property.
- H. Copies of any and all service and maintenance contracts, 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.

31. **INDEMNITY:** Buyer, on behalf of itself, its successors, assigns and successors-in-interest, hereby agrees to indemnify, defend (with legal counsel selected by Buyer and reasonably approved by Seller) and hold Seller and Seller Parties harmless from any and all Claims resulting from, related to, or based upon: (i) the breach by Buyer of any representation, warranty, covenant or obligation contained in the Agreement or in any other agreement, document, exhibit or instrument related hereto or referenced herein; and (ii) any claim(s) arising from an event occurring after the Closing, which is based upon, relates to or pertains to, the Property, so long as the claim does not arise solely from Seller's negligence or willful misconduct; and (iii) any claim(s) by any third party which claim(s) (or the basis for which) arose from, is based upon, relates to or pertains to, any act or omission of Buyer.



Seller, on behalf of itself, its successors, assigns and successors-in-interest, hereby agrees to indemnify, defend (with legal counsel selected by Seller and reasonably approved by Buyer) and hold Buyer and Buyer Parties harmless from any and all Claims resulting from, related to, or based upon: (i) the breach by Seller of any representation, warranty, covenant or obligation contained in the Agreement or in any other agreement, document, exhibit or instrument related hereto or referenced herein; and (ii) any claim(s) arising from an event occurring prior to the Closing, which is based upon, relates to or pertains to, the Property and which Buyer could not have discovered through the exercise of reasonable diligence, so long as the claim does not arise solely from Buyer's negligence or willful misconduct; and (iii) any claim(s) by any third party which claim(s) (or the basis for which) arose from, is based upon, relates to or pertains to, any act or omission of Seller.

Each and every provision of this Section 31 shall survive the Closing and the delivery and recordation of the Grant Deed. Each party acknowledges that but for agreements herein set forth in this Section 31, neither party would not have entered into the Agreement.

32. **RELEASE.** Save and except for Seller's representations and warranties expressly set forth in this Agreement, and except in the case of fraud on the part of Seller, Buyer, on its own behalf, and on behalf of its agents, employees, and representatives, officers, directors, attorneys, shareholders and corporate affiliates does hereby generally release and discharge Seller and Seller's partners, members, principals, agents, employees, predecessors, successors, heirs, representatives, officers, directors, attorneys, shareholders and corporate affiliates from any and Claims, whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of, or are in any way connected to the matters set forth in the Agreement. The parties hereto understand that the general release provided for herein is intended to release any and all Claims which may not be presently known to the releasing parties. In that regard, Buyer acknowledges and expressly waives the provisions of Section 1542 of the Civil Code of California which section provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Buyer further understands that it has conducted its own investigation of facts relating to the matters released herein, and is not relying upon any statements, warranties, or representations of Seller or its agents in deciding on whether or not to execute this general release. Buyer acknowledges that in the event of the discovery of different facts than it understood or assumed, the release contained herein, and the waiver of the provisions of Civil Code §1542, shall nonetheless remain in full force and effect.

33. **PROPERTY "AS IS":**

a. No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges that no person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in the Agreement. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of Seller which is not contained in the Agreement will be valid or binding on Seller.

b. Buyer acknowledges and agrees that, except as may be expressly set forth in this Agreement, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (i) value of the Property; (ii) the income to be derived from the Property; (iii) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, including, without limitation, the possibilities for future development of the Property; (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (v) the manner, quality, state of repair or lack of repair of the Property; (vi) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (vii) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (viii) the manner or quality of the construction or materials, if any, incorporated into the Property; (ix) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements; (x) the presence or absence of hazardous materials at, on, under, or adjacent to the Property; (xi) the content, completeness or accuracy of the due diligence materials or commitment regarding title; (xii) the conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity of the Property to past, current or future applicable zoning or building requirements; (xiv) deficiency of any undershoring; (xv) deficiency of any drainage; (xvi) the fact that all or a portion of the Property may be located on or near an earthquake fault line or on or near a flood plain; and (xvii) the existence of vested land use, zoning or building entitlements affecting the Property. Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property and review information and documentation affecting the Property, Buyer is relying solely on its own investigation of the Property and review of such information and documentation, and not on any information provided or to be provided by Seller, except as otherwise expressly provided herein. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained



from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information, except (1) for materials matters actually known to Seller to be false, misleading or inaccurate and which Buyer could not have discovered through the exercise of reasonable diligence, and (2) that Seller represents that the copies provided or made available to Buyer are accurate reproductions of the same documents in Seller's files. Buyer agrees to fully and irrevocably release Seller from any and all claims that they may now have or hereafter acquire against Seller for any costs, loss, liability, damage, expense, demand, action or cause of action arising from such information or documentation. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee or other person. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as is" condition and basis with all faults, and that Seller has no obligation to make repairs, replacements or improvements to the Property. Buyer represents, warrants, and covenants to Seller, which representation, warranty, and covenant shall survive the Closing and not be merged with the Grant Deed, that, except for Seller's express representations and warranties specified in the Agreement, Buyer is relying solely upon Buyer's own investigation of the Property.

c. Buyer acknowledges that if the Property is located in an area which the Secretary of HUD has found to have special flood hazards, then pursuant to the National Flood Insurance Program, Buyer will be required to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the United States government. Buyer shall have sole responsibility to determine whether the Property is located in an area, which is subject to the National Flood Insurance Program.

d. Notwithstanding anything in this Agreement to the contrary, (i) Buyer shall not be entitled to make a claim against Seller following Closing for a breach of the representations and warranties contained herein unless the amount of damages to Buyer equals or exceeds Twenty-Five Thousand Dollars (\$25,000.00) (the "**Threshold Amount**") in the aggregate of all such claims, and (ii) the cumulative, maximum amount of liability that Seller shall have to Buyer for a breach of the representations, warranties contained in this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) ("**Cap Amount**"). The Cap Amount shall not limit Buyer's right to recover attorneys' fees or interest awarded to it by a court of competent jurisdiction. The representations and warranties set forth in this Agreement shall survive Closing for a period of twelve (12) months (the "**Survival Period**"), and no claim for a breach of any representation or warranty shall be actionable or payable unless written notice containing a description of the specific nature of such breach shall have been given to Seller prior to the expiration of the Survival Period, and, if the parties fail to resolve the matter amicably, an action shall have been commenced in a court having jurisdiction within sixty (60) days after the expiration of the Survival Period

34. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants, which representations and warranties shall survive the Closing and not be merged with the Grant Deed, that Buyer has, or shall have, inspected and conducted tests and studies of the Property, and that Buyer is or will be prior to the Closing familiar with the general condition of the Property. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, hazardous materials and similar occurrences that may alter its condition or affect its suitability for any proposed use. Seller shall have no responsibility or liability with respect to any such occurrence or condition, except if such condition was caused or contributed to by the acts or omissions of Seller. Except as expressly set forth in this Agreement, Buyer represents and warrants that Buyer is acting, and will act only, upon information obtained by Buyer directly from Buyer's own inspection of the Property. Notwithstanding anything to the contrary contained in this Agreement, the suitability or lack of suitability of the Property for any proposed or intended use, or availability or lack of availability of: (i) permits or approvals of governmental or regulatory authorities, or; (ii) easements, licenses or other rights with respect to any such proposed or intended use of the Property, shall not affect the rights or obligations of the Buyer hereunder.

35. **INSPECTION OF PROPERTY:** Prior to commencement of any investigative activities on the Property, Buyer or its consultants shall obtain, at Buyer's sole cost and expense, a policy of commercial general liability insurance in a form reasonably acceptable to Seller, covering any and all liability of Buyer and its consultants with respect to or arising out of any investigative activities. Such policy of insurance shall be kept and maintained in force during the term of the Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer, Buyer's employees, agents, contractors, suppliers, consultants or other related parties. Such policy of insurance shall have liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability and shall name Seller and any other parties reasonably requested by Seller and for which coverage can be obtained at reasonable cost by Buyer, as additional insureds. To the fullest extent permitted by law and in addition to all other indemnities provided for in law or at equity or in the documentation for the transactions described in the Agreement, Buyer shall protect, indemnify, defend and hold the Property, Seller and Seller's members, managers, employees, agents, representatives, contractors, attorneys and invitees of all of the foregoing (collectively, "**Seller Parties**") free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs



and expenses, including, without limitation, reasonable attorneys' fees and court costs (collectively, "**Claims**"), resulting from Buyer's inspection and testing of the Property, including, without limitation, repairing any and all damages to any portion of the Property, arising out of or related (directly or indirectly) to Buyer's conducting such inspections, surveys, tests, and studies. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and the activities contemplated by the Agreement. Buyer's indemnification obligations set forth herein shall survive the Closing, shall not be merged with the Grant Deed, and shall survive the expiration or earlier termination of the Agreement and escrow. Buyer acknowledges that a portion of the property is currently under agreement to use tennis courts and Buyer's ability to enter and investigate is subject to the terms and conditions of the agreement.

36. **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 public 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. Notwithstanding the foregoing, Seller shall have no obligation to consent to any action or sign any document which would be binding upon the Property prior to the Close of Escrow.

37. **ASSIGNMENT:** Buyer shall not assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Buyer may assign its interests herein to any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control ("control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing) with Buyer (an "**Affiliate**") without Seller's prior written consent; provided, that in order for any such assignment to be effective, Buyer must give Seller written notice of such assignment not fewer than ten (10) days prior to the Closing Date. Furthermore, in order to be effective, such notice shall: (a) set forth the correct name and signature block of any qualifying assignee; and (b) include a copy of the agreement assigning Buyer's interest in this Agreement to such third party entity. In the event of an assignment of this Agreement by Buyer, both Buyer and any assignee shall be jointly and severally liable to Seller for all covenants, agreements, duties and obligations of Buyer under this Agreement, whether arising before or after such assignment, or before or after Closing. This Agreement will be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns, and no other party will be conferred any rights by virtue of this Agreement or be entitled to enforce any of the provisions hereof. Whenever a reference is made in this Agreement to Seller or Buyer, such reference will include the successors and permitted assigns of such party under this Agreement.

38. **JUDICIAL REFERENCE:** Any dispute between the parties hereto pursuant to this Agreement shall, at the option of either party, be heard by a referee pursuant to the provisions of California Code of Civil Procedure Section 638 et seq., for a determination to be made which shall be binding upon the parties as if tried before a court or jury. The parties agree specifically as to the following: (i) within five (5) business days after service of a demand by a party hereto, the parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and then report a finding or judgment thereon, provided that if the parties are unable to agree upon a referee either party may seek to have one appointed, pursuant to California Code of Civil Procedure Section 640, by the presiding judge of the Los Angeles County Superior Court; (ii) the compensation of the referee shall be such charge as is customarily charged by the referee for like services, and the cost of such proceedings shall initially be borne equally by the parties; provided, however, the prevailing party in such proceedings shall be entitled, in addition to all other costs, to recover its contribution for the cost of the reference as an item of damages and/or recoverable costs; (iii) if a reporter is requested by either party, then a reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter and such fees shall be an item of recoverable costs, provided that only a party shall be authorized to request a reporter; (iv) the referee shall apply all California Rules of Procedure and Evidence and shall apply the substantive law of California in deciding the issues to be heard, and notice of any motions before the referee shall be given, and all matters shall be set at the convenience of the referee; (v) the referee's decision under California Code of Civil Procedure Section 644, shall stand as the judgment of the court, subject to appellate review as provided by the laws of the State of California; (vi) the parties agree that they shall in good faith endeavor to cause any such dispute to be decided within six (6) months; and the date of hearing for any proceeding shall be determined by agreement of the parties and the referee, or if the parties cannot agree, then by the referee; and (vii) the referee shall have the power to award damages and all other relief.

39. **OFAC REPRESENTATION.** Supplementing Paragraph 12 of the Agreement, Seller hereby warrants and represents that they are 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.

40. **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. Buyer agrees that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of the Seller (or any assignee of Seller) 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 Seller under the Agreement.

41. **SELLER DEFAULT; BUYER REMEDIES.** In the event of a default by Seller which is not cured within five (5) business days after written notice from Buyer, Buyer's sole remedies shall be to either: (i) terminate this Agreement and receive a refund of the Deposit, including any portion theretofore released to Seller, and any interest earned therein and Seller shall reimburse Buyer for its reasonable due diligence costs and expenses, including its attorney's fees, in a sum not to exceed One Hundred Thousand Dollars (\$100,000.00); or (ii) seek specific performance of this Agreement. Buyer's failure to file an action for specific performance within sixty (60) days from the date of Seller's breach of this Agreement shall be deemed a waiver of that remedy by Buyer. In no event shall Buyer be entitled to seek any form punitive, compensatory, general, special and/or incidental damages, except as set forth above.

42. **COMPUTATION OF TIME PERIODS:** Paragraph 23.8 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following: "Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days. All periods of time referred to in this Agreement shall, unless otherwise expressly provided, include all Saturdays, Sundays and state and national holidays, provided that if the last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or a California or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or a California or national holiday. Saturdays, Sundays, California or national holidays shall not be "business" days for purposes of this Agreement."

43. **ELECTRONIC SIGNATURES AND COUNTERPARTS:** DocuSign or ".pdf" copies of executed copies of the Agreement, this Addendum, or any notice or election made pursuant thereto shall be as binding as originals. Additionally, the parties to this Agreement hereby agree to accept and rely on Copies (as defined below) and Electronic Signatures (as defined below) as originals, as sufficient to enter into a contract for the purchase and sale transactions contemplated under this Agreement. "Copies" means a copy by any means including photocopy, facsimile and electronic. "Electronic Signatures" means an electronic signature or Copy of a signature complying with California law. Seller and Buyer agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party. This Addendum may be executed in one or more counterparts, which, taken together, shall constitute a single instrument.

44. **CONFIDENTIALITY.** Brokers, Seller and Buyer each hereby agree that neither they, nor any of their employees or agents will disclose to any other person any of the terms, conditions or other facts with respect to this Agreement and the transaction contemplated herein prior to the Close of Escrow (the "Confidential Information"); provided, however, that Buyer may disclose such Confidential Information (i) to such of Buyer's lenders, consultants, representatives or agents who need such information for the purpose of evaluating the Property for purposes set forth in this Agreement and for the purpose of consummating the transaction contemplated by the Agreement; (ii) to the City and County of Los Angeles or other state governmental agencies having jurisdiction over the Buyer and/or the Property; (iii) to the extent that Seller or Buyer gives its prior written consent to such disclosure to the other party, or (iv) as otherwise required by law (a "Legal Obligation"), but only upon the condition that Buyer provide Seller copies of all written materials related to such Legal Obligation within two (2) business days of its receipt of a request for Confidential Information so that Seller may seek a protective order or such other relief in order to protect the Confidential Information.

45. **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.

*[Signatures on Following Page]*

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

BUYER:

**Magnolia Educational & Research Foundation,  
a California nonprofit public benefit corporation**

DocuSigned by:  
By: Alfredo Rubalcava  
Alfredo Rubalcava  
CEO and Superintendent

SELLER:

**U-1 Enterprises, LLC,  
a California limited liability company**

By: D. Moe  
D. Moe  
It's Manager

## Coversheet

### Approval of the Pacific Charter School Development (PCSD) Contract for the Magnolia Science Academy-1 Feasibility Study

**Section:** III. Action Items  
**Item:** C. Approval of the Pacific Charter School Development (PCSD)  
Contract for the Magnolia Science Academy-1 Feasibility Study  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** PCSD to Conduct Feasibility Study for MSA-1.pdf



Agenda Item:	III C: Action Item
Date:	November 10, 2022
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “ <b>Board</b> ”)
From:	Audit & Facilities Committee (the “ <b>Committee</b> ”)
Staff Lead(s):	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval to Hire Pacific Charter School Development (“PCSD”) to Conduct an MSA-1 Tenant Improvement and New Construction Feasibility Study

### **Action Proposed:**

Staff recommends that the Board approve Magnolia Public Schools to hire Pacific Charter School Development (PCSD) for a total amount not to exceed \$30,000 (\$24,000 in fees and \$6,000 for contingency and reimbursable expenses) to conduct a feasibility study for Magnolia Science Academy (MSA)-1 to examine the budget, timeline and feasibility to renovate the recently purchased 18242 Sherman Way property (aka the “JAM” property) and construct a gymnasium on MSA-1’s parking lot parcels.

### **Background:**

MPM Sherman Winnetka LLC (the “LLC”) acquired the property located at 18242 Sherman Way for the purpose of leasing it to MPS for the benefit of and occupancy by MSA-1. The LLC used a loan from CLI Capital to acquire the premises. The LLC is a subsidiary of Magnolia Properties Management, Inc., a 501(c)(3) support corporation to MPS. MPS is its sole manager.

MPS originally intended to gut the JAM building and add restrooms and office space in order to allow the space to be used by students for physical education purposes. MPS and MSA-1 expect that those improvements would only be temporary and eventually MPS and MSA-1 would convert the building to additional learning space for MSA-1. MPS and MSA-1 agreed to not spend money on improvements that would only be temporary and instead build the space out to accommodate MSA-1’s vision for its campus. In addition, MSA-1 wishes to build a gymnasium on its parking lot parcels. See Exhibit A for a conceptual drawing of the gymnasium.

Pacific Charter School Development, Inc. (“PCSD”) is a California non-profit whose focus is developing facilities for high performing charter schools. In some circumstances PCSD purchases property and constructs facilities for its charter school clients. In other instances it may make a subordinate low interest loan to a charter school client. PCSD assisted MPS in the early stages of





evaluating the 7111 Winnetka Ave property. In addition, PCSD was hired to assist in securing entitlements for MSA-7 and the build-out of expansion space.

In order to better understand and plan for the prospective project, MPS staff believes that hiring PCSD to do a feasibility study is in MPS's best interest. The feasibility study will include working with MPS's architect Rafael Franco & Associates ("RFA") to determine how and to what extent MSA-1's desired programming for the JAM building can be accommodated. PCSD will also create an estimate timeline and budget for the JAM building and gymnasium project and will assist with financial planning, including affordability analysis. PCSD has also indicated that they may have equity to assist the project.

**Analysis & Impact:**

Having a better and clearer understanding of the prospective project—both improvement of the existing JAM building and construction of the new gymnasium—will assist MPS to plan the project in a more deliberate and thoughtful manner.

**Budget Implications:**

MSA-1 will pay for PCSD's fee of \$30,000 from its operational fiscal year 22/23 operating budget. The payment will not have a material impact on MSA-1's overall budget.

**Committee Recommendations:**

The MPS Audit & Facilities Committee approved the recommendation of this motion to the full Board on Thursday, November 3, 2022. The motion carried with unanimous approval from the Committee.

**Exhibits:**

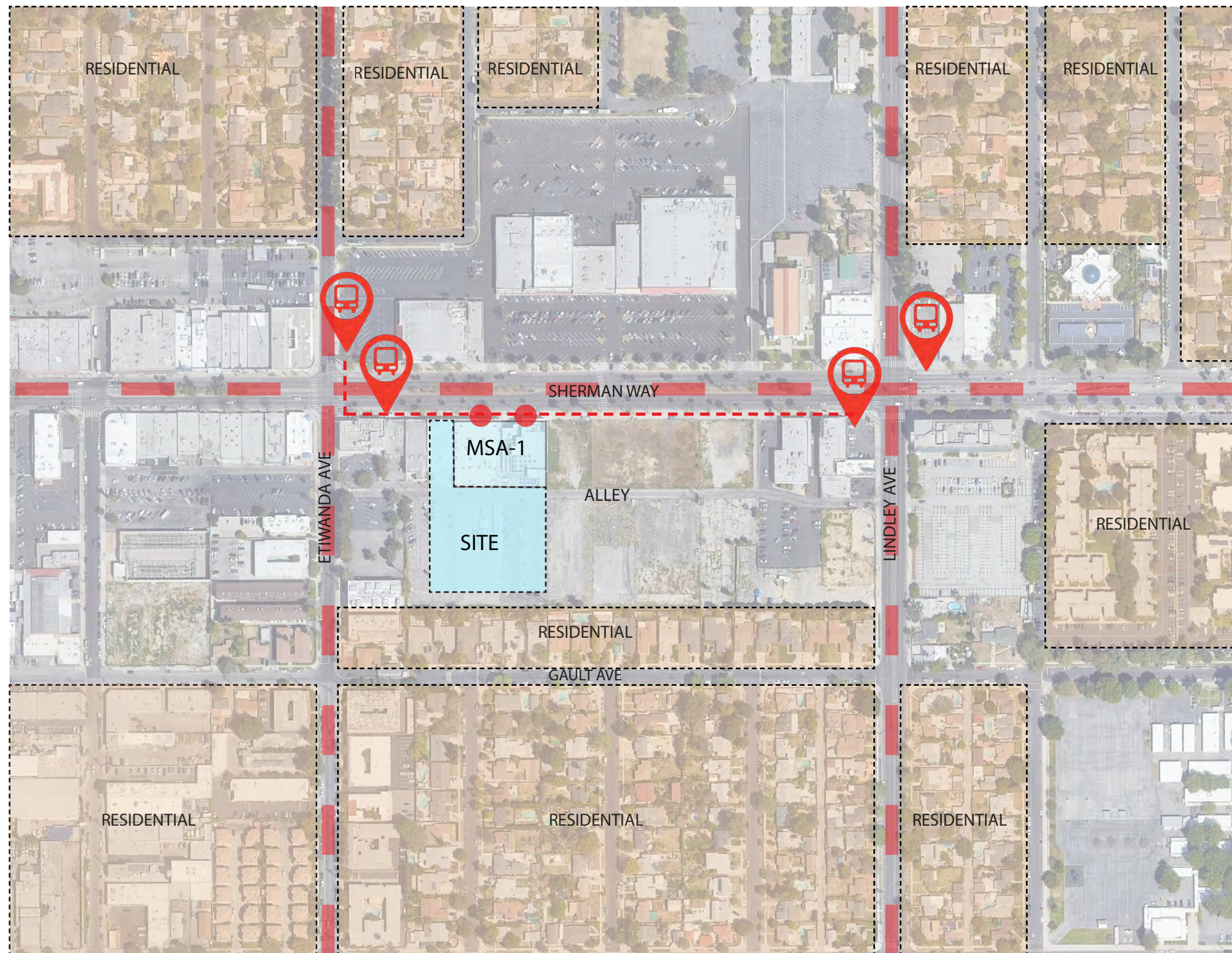
- A. MSA-1 gymnasium master plan



## Exhibit A

### Gymnasium Conceptual Drawing





## KEY TAKE AWAY

### GYM BUILDING GUIDELINES

- ZONE CHANGED TO C2-1LCDO PER APPROVED CUP DATED 4/38/20
  - MAINTAIN 20 FOOT FIRE LANE WIDTH
  - ALONG SOUTHERN PROPERTY LINE A 15 FOOT SETBACK IS REQUIRED WITH LANDSCAPING AND TREES
  - HEIGHT REQUIREMENT IN COMMERCIAL ZONES THAT ABUT R1 SINGLE FAMILY ZONES (LAMC SECTION 12.21.1-A.10)
  - FROM 50 FEET FROM SOUTH PROPERTY LINE THAT IS ALONG THE R1 ZONE YOU CAN BUILD UP TO 33 FEET FROM FINISH GRADE
- ZONING C2
  - FRONT YARD SETBACK - NONE
  - BACK YARD SETBACK - 15' FROM PROPERTY LINE PER CUP
  - SIDE YARD SETBACK - NONE
  - HEIGHT LIMIT - ANY BUILDING FROM 50' OF BACK YARD SETBACK CAN BE UP TO 33' HIGH . BEYOND 100' CAN BE 61' FEET HIGH DUE TO ADJACENT RESIDENTIAL FAMILY ZONE
- PARKING ANALYSIS
  - REQUIRED PARKING -  $700 \text{ FIXED SEATS} / 5 = 140 \text{ PARKING SPACES}$
  - W/ 30% FOR BICYCLE PARKING AND NEAR BUS STOP = 98 PARKING SPACES
  - ALLOWED A TWO STORY, MAX, PARKING STRUCTURE



# OPTION A DESIGN

## GYM BUILDING

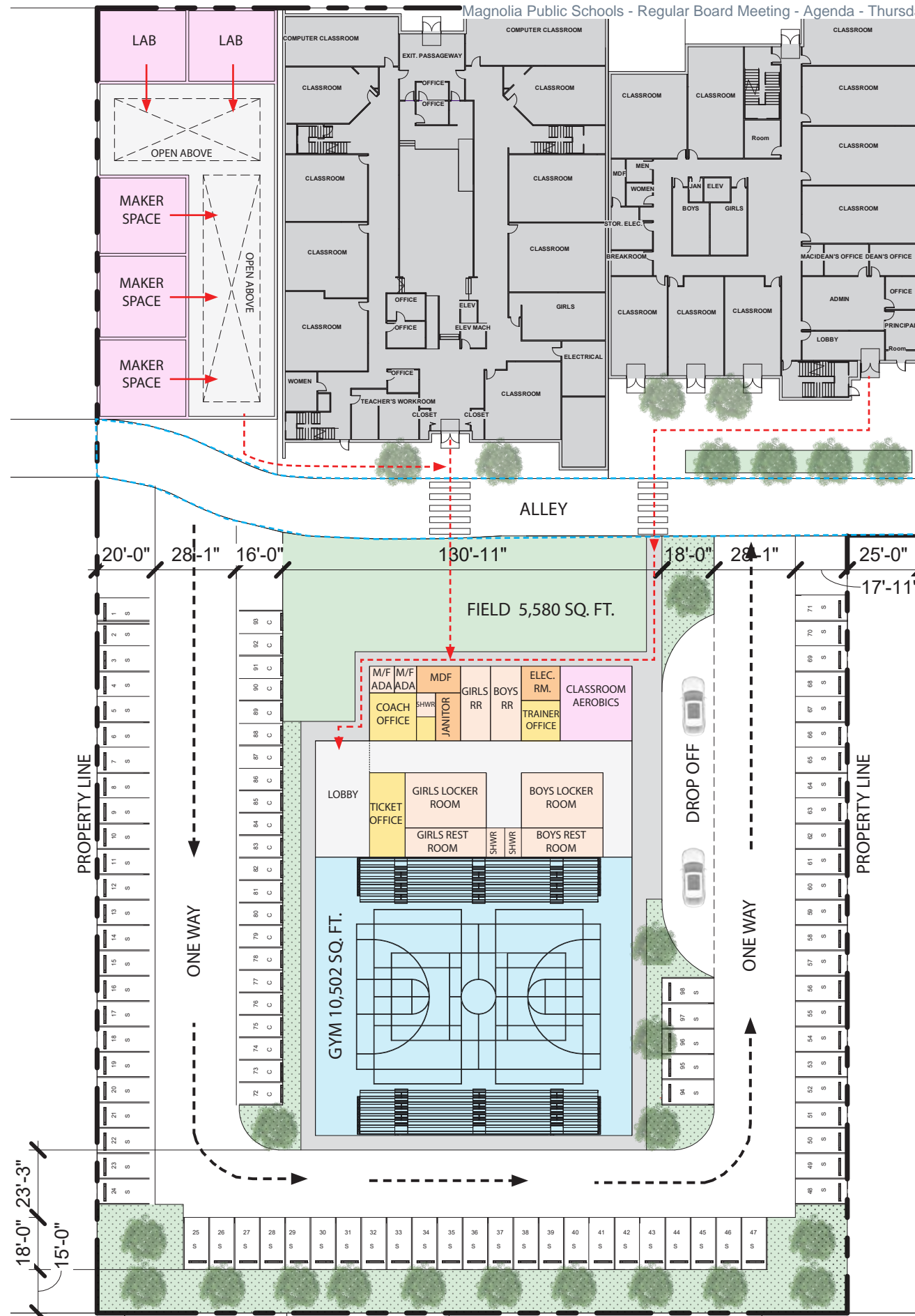
- SURFACE PARKING WITH U SHAPE DRIVEWAY AND DROP OFF AT EAST END OF GYM BUILDING
- CIF REGULATION BASKETBALL AND VOLLEYBALL COURT WITH SIDE COURTS
- NEW LANDSCAPE ALONG ALLEY
- FULL BOYS AND GIRLS LOCKER ROOMS WITH SHOWERS
- COACH AND TRAINER OFFICE AND AN ADDITIONAL CLASSROOM

## NEW SCIENCE BUILDING

- 2 NEW SCIENCE LABS AND 3 MAKERS SPACE

## ALLY DRIVE WAY ART

- ALLY ART WORK ALONG PAVEMENT TO DISTINGUISH SCHOOL FROM SURROUNDING COMMERCIAL BUILDINGS



- GYM
- FIELD / LANDSCAPE
- OFFICES
- RESTROOMS / SHOWERS
- CLASSROOMS / LABS / MAKER SPACE
- SUPPORTING PROGRAMS
- CAMPUS CONNECTIONS

## PARKING

STANDARD = 76

COMPACT = 22

TOTAL = 98

PARKING REQUIRED = 98

PARKING PROVIDED = 98



## Coversheet

### Approval of Extension of Pacific Charter School Development (PCSD) Contract for Magnolia Science Academy-7 Expansion

**Section:** III. Action Items  
**Item:** D. Approval of Extension of Pacific Charter School  
Development (PCSD) Contract for Magnolia Science Academy-7 Expansion  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** PCSD Contract to Assist with MSA-7 Expansion Project.pdf



Agenda Item:	III D: Action Item
Date:	November 10, 2022
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Audit & Facilities Committee (the “Committee”)
Staff Lead(s):	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin, Project Manager
RE:	Approval to Renew Pacific Charter School Development (“PCSD”) Contract to Assist with MSA-7 Expansion Project

### **Action Proposed:**

Staff recommends that the Magnolia Public Schools (MPS) Board approve MPS to renew Pacific Charter School Development’s (PCSD) agreement for six months for a total amount not to exceed \$75,000 (\$69,000 in fees and \$6,000 for contingency and reimbursable expenses) to continue assisting with the MSA-7 expansion project consisting of making tenant improvements to the existing pre-school building on the LifeHouse Church, MSA-7’s landlord, and applying for and receiving permits for the installation of modular classrooms.

### **Background:**

MSA-7 leases property located at 18355 Roscoe Blvd from LifeHouse Church. MPS submitted an application for a conditional use permit (“CUP”) to allow the expansion of student enrollment from 279 to 500. The CUP was recently approved by the Planning Commission of the City of Los Angeles. PCSD has been managing this project under a professional services agreement with a term of 12 months that expires on October 31st for a fee of \$138,000. With the CUP approved, MPS is moving forward with permits to improve the pre-school building and install modulares on the 18355 Roscoe Blvd property.

Pacific Charter School Development, Inc. (“PCSD”) is a California non-profit whose focus is developing facilities for high performing charter schools. In some circumstances PCSD purchases property and constructs facilities for it charter school clients. In other instances it may make a subordinate low interest loan to a charter school client. PCSD assisted MPS in the early stages of evaluating the 7111 Winnetka Ave property. In addition, PCSD is slated to conduct a feasibility study for the improvements desired at MSA-1.

### **Analysis & Impact:**

With multiple facilities in process, MPS Staff believes it is in MPS and MSA-7’s interest to have additional support to insure this project moves forward. While PCSD is a preferred vendor, it’s billings



will exceed the threshold that requires Board approval.

**Budget Implications:**

MSA-7 will pay for PCSD's fee of \$69,000 and any change order or reimbursable expenses from its operational budget. The payment will not have a material impact on MSA-7's overall operational budget.

**Committee Recommendations:**

The MPS Audit & Facilities Committee approved the recommendation of this motion to the full Board on Thursday, November 3, 2022. The motion carried with unanimous approval from the Committee.

**Exhibits:**

None