



## Magnolia Public Schools

### Special Board Meeting

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#### Date and Time

Thursday May 23, 2024 at 6:30 PM PDT

#### Location

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

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#### Access to the Board Meeting

Teleconferencing locations are provided at each Magnolia Science Academy school site:

- Magnolia Science Academy-1 (18238 Sherman Way, Reseda, CA 91335)
- Magnolia Science Academy-2 (17125 Victory Blvd, Van Nuys, CA 91406)
- Magnolia Science Academy-3 (1254 E Helmick St, Carson, CA 90746)
- Magnolia Science Academy-4 (11330 W Graham Place, Los Angeles, CA 90064)
- Magnolia Science Academy-5 (18238 Sherman Way, Reseda, CA 91335)
- Magnolia Science Academy-6 (745 S. Wilton Ave, Los Angeles, CA 90005)
- Magnolia Science Academy-7 (18355 Roscoe Boulevard, Northridge, CA 91325)
- Magnolia Science Academy-8 (6411 Orchard Ave, Bell, CA 90201)
- Magnolia Science Academy-Santa Ana (2840 W 1st Street, Santa Ana, CA 92703)
- Magnolia Science Academy-San Diego (6525 Estrella Ave, San Diego, CA 92120)

Any interested parties or community members from remote locations may attend the meeting at any Magnolia Science Academy school, or the addresses where Board Members are joining from.

- Magnolia Science Academy-San Diego: 6525 Estrella Ave., San Diego, CA 92120 (**Dr. Salih Dikbas**)

#### Dialing information for this meeting is included below:

**Dial in:** 1-669-444-9171

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

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

### **Accessibility**

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured. Please contact Jennifer Lara at 213-628-3634 or email [jlara@magnoliapublicschools.org](mailto:jlara@magnoliapublicschools.org) with such requests.

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.

### **Public Comment Procedures**

Magnolia Public Schools greatly values public comment during Board meetings. For members of the public who would like to speak, please fill out the Public Speaker Form which can be accessed at [magnoliapublicschools.org](http://magnoliapublicschools.org), there will also be speaker cards to be filled out prior to the beginning of the meeting. By law, the Board is only allowed to discuss or take action on items listed on the agenda. The Board may, at its discretion, refer a matter to MPS staff or add the issue to a future board meeting date for discussion. Public speakers are limited to three (3) minutes and speakers with interpreters up to six (6) minutes.

Please note that the agenda presenting times for when that item will be discussed, or taken action on, is subject to change on the day of the Board meeting to accommodate public speaker times indicated above.

For any questions regarding this meeting please 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  
Dr. Umit Yapanel  
Dr. Salih Dikbas  
Ms. Diane Gonzalez  
Mrs. Esra Eldem Tunc

### **Student Board Member:**

Melissa De La Rosa Aparicio

### **CEO & Superintendent:**

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Mr. Alfredo Rubalcava

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:30 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order			1 m
<b>B.</b> Pledge of Allegiance			1 m
<b>C.</b> Record Attendance and Guests			1 m
<b>D.</b> Approval of Agenda	Vote		1 m
<b>E.</b> Public Comments			6 m
<b>II. Action Items</b>			<b>6:40 PM</b>
<b>A.</b> Approval of General Contractor Change Orders for MSA-1 Tenant Improvement Project at 18242 Sherman Way	Vote	Patrick Ontiveros	20 m
<b>B.</b> Approval of DLR Group Change Orders for Magnolia Science Academy-5 Project	Vote	Mustafa Sahin	30 m
<b>C.</b> Proposed Approval of Board Resolution for Creation and Elimination of Positions for the Improvement of Parent Support	Vote	Fiorella Del Carpio	10 m
<b>D.</b> Approval of 2024-25 Home Office Compensation and Salary Bands for Home Office Employees	Vote	Fiorella Del Carpio	5 m
<b>E.</b> Approval of Elegant Learning Solutions Inc. Volunteer Partnership with MPS	Vote	Erdinc Acar	7 m
<b>F.</b> Approval of Atom Books Inc. Volunteer Partnership with MPS	Vote	Erdinc Acar	7 m
<b>G.</b> Approval of Resolution Authorizing Non-Programmatic Summer Trip to Costa Rica	Vote	Erdinc Acar	30 m
<b>H.</b> Approval of MPS Scholarship Program and Policy	Vote	Erdinc Acar	5 m

	Purpose	Presenter	Time
I. Recommendation and Approval for an Addendum to the MPS Financial Policies and Procedures Manual	Vote	Steve Budhreja	5 m
<b>III. Closing Items</b>			<b>8:39 PM</b>
A. Adjourn Meeting			1 m

# Coversheet

## Approval of General Contractor Change Orders for MSA-1 Tenant Improvement Project at 18242 Sherman Way

**Section:** II. Action Items  
**Item:** A. Approval of General Contractor Change Orders for MSA-1 Tenant Improvement Project at 18242 Sherman Way  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
II\_A\_Change Orders for MSA-1 Tenant Improvement Project at 18242 Sherman Way.pdf



<i>Agenda Item:</i>	II A: Action Item
<i>Date:</i>	May 23, 2024
<i>To:</i>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ <b>MPS</b> ”) Board of Directors (the “ <b>Board</b> ”)
<i>From:</i>	Alfredo Rubalcava, CEO & Superintendent
<i>Staff Lead(s):</i>	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin, Project Manager Katrina Jimenez, Assistant Project Manager
<i>RE:</i>	Approval of General Contractor Change Orders for MSA-1 Tenant Improvement Project at 18242 Sherman Way

### 1. **Action Proposed:**

MPS Staff recommends and moves that the Board approve the change orders for MSA-1’s Tenant Improvement project at 18242 Sherman Way (the “**Project**”) in the total amount of \$113,378.52, and further approve that MPS Staff be authorized to negotiate and sign the change order proposal for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

### 2. **Services:**

<b>Potential Change Order #4 (PCO007)</b>		
	<b>Description</b>	<b>Amount</b>
1	Storefront (on Sherman Way)	\$106,866.00
2	Painting (Exterior Façade on Sherman Way)	\$8,945.00
3	Electrical	\$9,555.00
4	Signage on the Roof of the Building	\$16,952.96
5	Credit For Partial PCO 001	-\$34,273.20
	EPI (General Contractor) Mark Up Fee @ 4%	\$5,692.76
	<b>TOTAL</b>	<b>\$113,738.52</b>

### 3. **Purpose:**

The purpose of this proposed action is to approve the change orders from EPI for the Project. These are owner directed changes originating from MSA-1 leadership that they believe will enhance the Project and its utility for MSA-1’s use.

### 4. **Background:**

#### ***Acquisition of the JAM building***



At its November 18, 2021, meeting, the MPS Board approved MPS signing a purchase and sale agreement for the purchase of the Property at 18242 Sherman Way at \$4M using a loan from CLI Capital. MPS assigned the purchase and sale agreement to MPM Sherman Winnetka LLC ("**MPM LLC**") and MPM LLC closed on the purchase on October 21, 2022. MPS, for the benefit of Magnolia Science Academy –1 ("**MSA-1**"), leases the property at 18242 Sherman Way from MPM LLC. MPM LLC is a California limited liability company and wholly owned subsidiary of Magnolia Properties Management, Inc., a California non-profit public benefit corporation and 501(c)(3) tax exempt organization.

***Architect Selection***

The Franco and Associates Architect firm was selected as the architect of record for the Project.

***EPI Approval***

At its October 12, 2023, meeting the MPS Board approved EPI as the general contractor for the Project. MPS Staff subsequently signed a contract for the Project with EPI.

**5. Analysis & Budget Impact:**

The change orders from MSA-1 were anticipated; however, the request for the storefront upgrade was submitted later than expected. Therefore, the previously approved \$75,000 contingency from the last board meeting that occurred on April 9, 2024, is not being utilized for these change orders. The change orders are attached as Exhibit A.

While these change orders do not directly affect the project's overall completion, the completion date has been adjusted to August 9, 2024.

The following summarizes the change orders and the necessity for each item:

<b>Potential Change Order 4 (PCO #7)</b>		
	<b>Description of Item</b>	<b>Rationale for Change Order</b>
1	Storefront	This is necessary to enhance the building's visual appeal and accessibility, providing a welcoming entrance that aligns with the gym's overall design and functionality.
2	Painting	This includes exterior facade. This ensures a cohesive environment.
3	Electrical	Upgrading the electrical systems is needed to support the functionality of the gym. This includes improved lighting, which is important for safety, visibility, and creating an optimal environment for various activities.
4	Signage	Owner requested. The sign, located on the roof of the building, will be upgraded. This is for effective wayfinding and branding within the facility. It will help guide students and visitors, enhancing their experience and ensuring safety.



EPI provided the backup for each item in the potential change order, and Magnolia Staff reviewed it and is satisfied that each item is complete and that each amount is fair to MPS.

The total Project cost for the Project with this Potential Change Order #4 is \$2,232,006.97 (Original Board Approved Contract Amount of \$1,839,853.56 *plus* Approved Change Order #1 \$34,273.20 *plus* Approved Change Order #2 \$122,372.66 *plus* Approved Change Order #3 \$122,768.03, *plus* this Change Order #4 \$113,738.52).

The estimated costs of \$113,738.52 associated with this change order will be paid for from MSA-1's reserves. MSA1 is currently projecting an estimated \$12.59 million as part of its ending fund balance based on the 2023-24 Second Interim Budget projections. The Finance Department will utilize this information and incorporate these adjustments to the 2024-25 Adopted Budget that will be presented in June 2024.

***Schedule Analysis:***

EPI estimates that the Project will be delivered by August 8, 2024, previously set for delivery June 17, 2024. See [Exhibit B](#) for an updated schedule. This change is a consequence of the LADWP schedule for installation of water. LADWP will start its scope of work on June 17, 2024 and complete it on July 17, 2024. The delay in LADWP's work affects all subsequent tasks, particularly the storefront installation. The Project will be completed in time for the upcoming fall semester and the fall orientation which will be held on August 9th in the completed gymnasium.

**6. Exhibits:**

Exhibit A	Change Orders
Exhibit B	EPI Updated Schedule





## *EXHIBIT A*

### *Potential Change Order #4*

*(See Following Pages)*

<b>PROJECT:</b>	Magnolia JAM Building 18242 Sherman Way Reseda, Ca. 91335	<b><i>EPI Construction Inc.</i></b> Owner's Change Order	PROJECT MANAGER: Colin Beal DATE: May 2, 2024
<b>EPI Job #:</b>	23-035		<b>CHANGE ITEM # PCO 007</b>

**Description of Work:**

1. Added Costs for Exterior Changes/Additions Per Architect
2. Added Costs for Additional Electrical Changes (Including Exterior)
- 3.
- 4.
- 5.
- 6.

**Schedule Impact: N/A**

NO.	BILL ITEM:	DESCRIPTION	EPI COST CODE	UNIT COST					TOTAL
				LABOR	MATERIAL	EQUIP.	OTHER	SUB	
1		Storefront	08-0300					106866.00	\$ 106,866.00
2		Painting	09-0700					8945.00	\$ 8,945.00
3		Electrical	16-0100					9555.00	\$ 9,555.00
4		Signage	10-1800					16952.96	\$ 16,952.96
5		Credit For Partial PCO 001						-34273.20	\$ (34,273.20)
6		EPI Fee (4%)	20-0994						\$ 5,692.76
									\$ -
<b>TOTAL CHANGE TO CONTRACT AMOUNT:</b>									<b>\$ 113,738.52</b>

- We are not proceeding with the work until we have been authorized by your office. This quotation is void fifteen (15) days from the above date.
- We are proceeding with construction on the basis of the above costs, and your understanding of same.
- This change may impact the completion of the project, however, we are unable to ascertain the exact cost & time delay at this time. Therefore, we reserve our right to request such time delays or extensions as may be appropriate when the amount of impact is known.

<b>SUBMITTED BY:</b>	<b>APPROVED BY:</b>
<i>Colin Beal</i>	_____
5/2/2024	_____
Colin Beal, EPI Construction Inc.      Date	Date

PCO 001  
 08-0300  
 \$106,866.00

**COMMERCIAL GLASS**  
 4685 RUNWAY STREET, UNIT H  
 SIMI VALLEY, CA 93063  
 PH: 805-522-8186  
 License #1035893



**Estimate**

ESTIMATE NO.
361

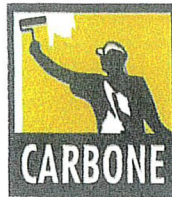
DATE	04/29/24
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GC NAME / ADDRESS
EPI 12345 VENTURA BLVD SUITE H STUDIO CITY CA 91604

PROJECT NAME / ADDRESS
MAGNOLIA SCHOOL GYM 18238 SHERMAN WAY RESEDA CA 91335

DESCRIPTION	TOTAL
FRONT ENTRANCE TWO 3 X 7 WIDE STILE STOREFRONT DOORS HW GROUP 1 EXISTING STOREFRONT TO REMAIN ADD 1 INCH U CHANNEL TO HOLD 3 FORM 1/2 CLEAR KODA XT POLYCARBONATE \$79,879 NOTE SOME SIZES WILL HAVE TO BE REDUCED EXCEEDS THEIR MAX SIZES	\$106,866
BACK ENTRANCE NEW ENTRANCE WITH ARCADIA 2 X 4 1/2 STOREFRONT SYSTEM WITH ONE PAIR OF WIDE STILE STOREFRONT DOORS 1 INCH PLUS ONE 3 X7 WIDE STILE STOREFRONT DOOR WITH 1 INCH CLEAR SOLARBAN 60 GLAZING \$26,987  ALL TAX AND LABOR INCLUDED PRICE OF BID GOOD FOR ONLY 45 DAYS FROM THE DATE OF THIS BID  NIC ANYTHING NOT MENTIONED ABOVE NIC ANY CLEANING OR PROTECTION OF GLASS OR METAL	
<b>TOTAL</b>	<b>\$106,866</b>

007  
09-0700  
\$8,945.00



**Proposal #7192**

**ERI CONSTRUCTION**  
12345 VENTURA BL., #H  
STUDIO CITY, CA 91604  
ATTN: **ERIK LIEU**

DATE: 11-21-23  
JOB: **MAGNOLIA SCIENCE ACADEMY**  
LOCATION: **18242 SHERMAN WAY, RESEDA**  
EMAIL: [eriklieu@epiconstr.com](mailto:eriklieu@epiconstr.com)

We hereby propose to furnish materials and labor necessary for the completion of

**SCOPE OF WORK:**

**AS PER ELEVATION DATED 11-9-23:**

- **PROVIDE 60' BOOM & PREP SCISSOR LIFT.**
- **MASK & PROTECT STOREFRONT and SIDEWALK.**
- **PRIME & PAINT STUCCO FAÇADE INCLUDING ACCENT TRIM.**
- **PREP, PRIME & PAINT EXISTING SIGN FRAME.**

**COST: \$ 8,945.00**

WE PROPOSE hereby to furnish materials and labor - complete in accordance with above specification, for the sum of **EIGHT THOUSAND NINE HUNDRED FORTY-FIVE** **\$ 8,945.00** dollars (\$ \_\_\_\_\_)

Payment to be made as follows:

**ALL INVOICES ARE DUE WITHIN 15 DAYS OF INVOICE DATE.**

All material is guaranteed to be as specified. All work to be completed in a substantial skillful manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_ This proposal may be withdrawn by us if not accepted within **30** days. ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
DATE OF ACCEPTANCE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**Carbone Painting Company, Inc.** 530 Los Angeles Avenue # 115-361, Moorpark, California 93021  
Tel (805) 530-1400 Fax (805) 530-1496 **State License # 629363**

**Amp Electric, Landscape & Construction Co., Inc.**

**Change Order Estimate**

LICENSE B, C10 & C27 #700567  
 7625 HAYVENHURST AVE., #10  
 VAN NUYS, CA 91406

Date	Change Order
4/18/2024	14992

Name / Address
EPI CONSTRUCTION INC. 12345 VENTURA BLVD. SUITE H STUDIO CITY, CA 91604

*PCO 007*  
*16-0100*  
*\$ 9,555.00*

ELECTRICAL DIVISION

Description	Qty	Project	
		Rate	Total
MAGNOLIA PUBLIC SCHOOL 18238 SHERMAN WAY BLVD RESEDA, CA 91335  ADDED OUTLETS BASED ON NEW E SHEETS DATED 4/17/24			
ADD 4 - F FIXTURES ABOVE FRONT DOOR AND ADD NEW DIMMER SWITCH WITH SURFACE RUN CONDUIT ON WALL RUN WIRING THOUGH TIME CLOCK RELAY (THE WALL HAS BEEN CLOSED UP AND DRYWALL)	4	175.00	700.00
DIMMER INSTALL FOR FRONT OUTSIDE LIGHTS	1	265.00	265.00
ADD EMERGENCY LIGHTING BATTERY BACKUP TO EXISTING A FIXTURE	1	350.00	350.00
ADD 3 NEW B FIXTURES AND REWORK LAYOUT AS NEEDED	3	225.00	675.00
ADD 1 - C FIXTURE	1	175.00	175.00
ADD 1 - D COVE LIGHT (FRAMING BY OTHERS)	1	175.00	175.00
LIGHTING PACKAGE - PROVIDING OF ADDED LIGHT FIXTURES (UNIT COST WAS NOT PROVIDED, WE WERE GIVEN A PACKAGE COSTS ONLY)	1	2,475.00	2,475.00
QUAD OUTLET IN MAIN COURT AREA ABOVE IN CENTER OF COURT AREA	2	550.00	1,100.00
MAKE DUPLEX OUTLET INTO QUAD OUTLETS ON WALL BETWEEN THE RESTROOMS AND COURT AREA	2	75.00	150.00
ADDED EQUIPMENT RENTAL	1	550.00	550.00
ADDED COST FOR MAKING F FIXTURES 48" LONG SPEC SHEET AND SYMBOL PAGED CALLED OUT FOR 22" LONG FIXTURES AND ARE ON THE JOB			
LIGHTING FIXTURE COST FOR 24 - 48" LONG FIXTURES	1	2,940.00	2,940.00
Thank you for your business. If you have any questions please call Keith Napp @ 818 528-8693		<b>Total</b>	\$9,555.00





14421 Burbank Blvd.  
 Van Nuys, CA 91401  
 (818) 908-8341

10-1800  
 \$ 16,952.96

# ESTIMATE

## EST-2388

Payment Terms: Cash or Credit

Created Date: 4/10/2024

**DESCRIPTION:** Magnolia PS Exterior Pole sign

**Bill To:** EPI  
 12345 Ventura Blvd. #H  
 Studio City, CA 91604  
 US

**Pickup At:** Signarama  
 14421 Burbank Blvd.  
 Van Nuys, CA 91401  
 US

34,273.20

**Requested By:** Erik Lieu  
 Email: elieu@epiconst.com  
 Cell Phone: 949-677-7974

**Salesperson:** Catherine Olguin  
 Work Phone: 818-908-8341

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Polycarbonate sign face Custom fabricated polycarbonate sign face 9 ft wide by 12 ft high. Digital print multi color school logo with UV lamination. White Background	2	\$5,184.00	\$10,368.00
2	installation Take down and dispose old sign face. Install 2 new polycarbonate faces  No Electrical work included.  Magnoila Science Academy 18242 Sherman Way, Reseda	1	\$5,600.00	\$5,600.00

<b>Subtotal:</b>	\$15,968.00
<b>Taxes:</b>	\$984.96
<b>Grand Total:</b>	\$16,952.96

Terms:  
 50% deposit due at the time of order. All orders under \$100 require full payment. After Commencement of your order, your order is non-cancelable. All designs, art work, and custom order/made signages are non-refundable. \$35 charge on all return checks. Customer hereby agrees to pay interest at the rate of 1.5% plus \$35.00 late fee per month on all overdue payments, and all costs of collection including reasonable attorney's fee.



## *EXHIBIT B*

### *EPI Updated Schedule*

*(See Following Pages)*





Magnolia JAM Building  
5.15.2024

ID	Task Mode	Task Name	Duration	Start	Finish	4																	
						T	W	T	F	S	May 19, '24					May 26, '24							
21		Paint	4 days	Thu 8/1/24	Tue 8/6/24																		
22		<b>Sports Equipment</b>	<b>53 days</b>	<b>Thu 5/16/24</b>	<b>Mon 7/29/24</b>																		
23		Install Unistr	2 days	Thu 5/16/24	Fri 5/17/24																		
24		Inspect Unistr	1 day	Mon 5/20/24	Mon 5/20/24																		
25		Finalize Shop Drawings	5 days	Tue 5/21/24	Mon 5/27/24																		
26		Fabricate Mat	40 days	Tue 5/28/24	Mon 7/22/24																		
27		Install Materi	5 days	Tue 7/23/24	Mon 7/29/24																		

Project: Two Week Look Ahead Date: Thu 5/16/24	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

# Coversheet

## Proposed Approval of Board Resolution for Creation and Elimination of Positions for the Improvement of Parent Support

**Section:** II. Action Items  
**Item:** C. Proposed Approval of Board Resolution for Creation and Elimination of Positions for the Improvement of Parent Support  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II\_C\_Resolution 20240523-01.pdf



Agenda Item:	II C: Action Item
Date:	May 23, 2024
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Fiorella Del Carpio, Chief People Officer Brenda D. Olivares, Chief External Officer
RE:	Proposed Approval of Board Resolution for Creation and Elimination of Positions for the Improvement of Parent Support

**1. Action Proposed:**

Administration recommends that the Board approve the proposed Resolution #20240523-01 for Creation and Elimination of Positions for the Improvement of Parent Support.

**2. Background**

Presently, six (6) MERF schools have Parent Advocacy & Community Engagement (“PACE”) Coordinator positions which provide high level operational support to school sites during the enrollment process. Administration has determined that school funds would be better utilized focusing on parent engagement, support, recruitment, and retention during the enrollment process. Administrators propose eliminating the PACE Coordinator position and reallocating the funds to partially fund new Family Success Coordinator (“FSC”) job positions focused on the parent and student’s experience during recruitment. Each of the six (6) school sites with a PACE Coordinator would be replaced with an FSC in the new school year, resulting in a 1:1 staffing change for those schools. Additionally, two (2) additional school sites would receive an FCS in the new school year, including Magnolia Science Academy-2 and San Diego.

Administrators recommend Board creation of the FSC job position to provide targeted hands-on support to students, information and advocacy for parents, and information on Magnolia programs to the community during recruitment. The Board is asked to approve eight (8) initial positions, with pre-authorization to add additional positions to all remaining school sites, as grant funds become available.

**3. Analysis:**

Administrators have determined that student recruitment and enrollment would be more effective if it focused on the family experience over the internal, operational elements of enrollment. It is believed that recruitment with more targeted focus on families would lead to greater awareness of MERF and its programs in the community, better parent and student experiences and perceptions of MERF as early as possible, early generation of trust, support, and good-will, and stronger overall enrollment and retention figures in the long-term. This would result in anticipated greater funding through enrollment over time.

Current Schools with PACE Coordinator:

- MSA-1 (2)
- MSA-2 (2)
- MSA-5 (1)
- MSA-7 (1)



4. **Budget Implications:**

The FSC position will receive an average hourly rate of \$32.45/ hour, based on full-time employment over a 12 month work year. If Board approved, it will be added to the Classified Salary Schedule.

The PACE Coordinator position receives an average hourly rate of \$28.60/hour, based on full-time employment over a 12 month work year. If approved, it would be removed from the Classified Salary Schedule.

The FSC position would be partially funded by funds used to staff the prior PACE Coordinator positions. It would also be partially funded through the Federal CSP Award grant funds, which we will begin receiving in 2024/2025.

5. **Exhibits:**

- Board Resolution #20240523-01
- Family Support Coordinator Job Description

## Resolution #20240523-01

### **MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION**

#### **RESOLUTION**

##### **CREATION AND ELIMINATION OF POSITIONS FOR THE IMPROVEMENT OF PARENT SUPPORT**

**WHEREAS**, Magnolia Educational & Research Foundation (“MERF”) is a non-profit organization operating public charter schools in Southern California; and

**WHEREAS**, MERF is reconfiguring the structure of its educational programs to provide the greatest targeted benefit to students with an emphasis on hands-on learning and support; and

**WHEREAS**, MERF has determined that certain positions are no longer as educationally impactful in their current form, and administration has assessed that funds spent staffing these positions would best benefit students by being redirected to other hands-on learning and service job positions; and

**WHEREAS**, MERF is charged with the responsible management and successful operation of all its charter schools and is obligated to employ staff in the best interest of its students and programs.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of MERF (the “Board”) that:

1. All Parent Advocacy and Community Engagement (“PACE”) Coordinator positions will be eliminated across all school sites for the total elimination of six (6) PACE Coordinator positions.
2. PACE Coordinator positions will be replaced with eight (8) new Family Success Coordinator (“FSC”) job positions, which will deliver the hands-on support for families listed in the attached job description.
3. These roles provide different services and functions within MERF, and the services and functions of the new FSC roles are better aligned with MERF’s mission and vision for engaged family support going forward.
4. These changes will become effective July 1, 2024. The CEO is hereby directed by the Board to take all actions necessary to effectuate this Resolution.
5. The FSC position will pay an average salary of \$32.45/hour and will work a full-time schedule during a twelve (12) month work year.
6. Employees in eliminated job positions will be provided re-employment support by the Human Resources Department of MERF, including information on open and available job positions the individual may apply for at MERF.
7. Employees in eliminated job positions will not be automatically transferred to a new role, nor will they have hiring preferences or re-employment rights with MERF.

**Resolution #20240523-01**

**Creation and Elimination of Positions for the Improvement of Parent Support**

Page 2 of 2

**PASSED AND ADOPTED** by the Board this 23 day of May, 2024, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

The undersigned Board Chair does hereby certify that the foregoing is a full, true, and correct copy of the Resolution adopted by the said Board at its meeting on the above date and by the vote above stated, which resolution is on file in the office of MERF.

---

Board Chair

## **Job Title: Family Success Coordinator**

**Job Type: 12-month, Full-time, Salary, Classified, Exempt**

### **Summary:**

Magnolia Public Schools (MPS) is seeking a dedicated and passionate Family Success Coordinator (FSC) to join our team. This role will focus on supporting the success of students as part of the family unit joining the Magnolia community. The Family Success Coordinator will play a crucial role in ensuring the successful integration of families into our school community and facilitating ongoing communication between staff and families as partners in the success of the child. They will oversee various aspects of the enrollment process, organize events grounded in the outcome of increasing family/ student satisfaction and sense of belonging to increase retention and impact recruitment and provide support to ensure a positive experience for families throughout the school year. This role will report directly to the school site Principal.

### **Responsibilities:**

1. Foster Positive Relationships:
  - Build and maintain positive relationships with prospective and enrolled families, serving as a trusted resource and advocate for their needs and concerns.
  - Collaborate with school administrators, faculty, and staff to provide a welcoming and supportive environment for students and families throughout the enrollment process and beyond.
  - Conduct follow-up communications with enrolled families to assess satisfaction with the school experience, address any concerns, and gather feedback for continuous improvement.
  - Provide ongoing support and resources for enrolled families to address academic, social, or emotional needs and ensure a positive school experience for students and their families.
2. Orientation Structure:
  - Organize guided school tours for prospective families.
  - Coordinate street team efforts to promote the school and engage with the community.
  - Work with the leadership team to develop strategic enrollment plans based on current trends and projections, to be reviewed quarterly.
  - Conduct orientations at the beginning of the school year and as needed throughout the year to introduce and reinforce high-impact levers of school culture.
3. Recruitment & Retention Planning:
  - Understand enrollment targets and predictions, adjusting plans accordingly.
  - Create and implement grade level and total enrollment plans.
  - Anticipate shifting enrollment priorities and plan accordingly.
  - Implement retention strategies to enhance student engagement, involvement, and satisfaction with the school experience.

- Organize and facilitate home visits/meetings with families potentially not returning for the next academic year.
4. Transition Support:
    - Facilitate the transition of families throughout the school year.
    - Update entry and exit data, and conduct entry and exit interviews for new families.
    - Serve as a point of contact for families' needs and concerns.
  5. Communication Facilitation:
    - Hold workshops to demonstrate effective two-way communication between families and staff.
    - Actively seek opportunities to enhance communication between staff and families.
  6. Enrollment Events and Activities:
    - Organize and attend two monthly enrollment events, one on campus and one off campus.
    - Streamline the enrollment process to make it efficient and user-friendly for all applicants, leverage current programs i.e. Schoolmint
  7. Engage with Community Partners:
    - Collaborate with local school districts, educational agencies, and homeschool networks to raise awareness of the school's offerings and attract new students from diverse backgrounds at all available grade levels offered at site.

**Key Deliverables:**

- Enrollment Targets Met: Ensure that enrollment targets are met by effectively recruiting and retaining students.
- Family Satisfaction Survey Increase: Implement strategies to improve family satisfaction, increasing satisfaction survey scores.
- Increase Retention Rates for Highest Need: Develop programs and initiatives to increase retention rates, especially for families with high needs.
- Summer Melt Prevention: Implement measures to prevent "summer melt" by maintaining communication with families over the summer break.

**Qualifications:**

- Bachelor's degree in Education, Communication, Social Work, or related field (preferred).
- Experience in education, family support services, or community outreach.
- Strong organizational and planning skills.
- Excellent communication and interpersonal skills.
- Ability to work collaboratively with diverse educational partners.
- Familiarity with survey administration and data management.
- Willingness to work flexible hours, including evenings and weekends when necessary.



**Benefits:**

- Competitive salary commensurate with experience.
- Health insurance coverage.
- Professional development opportunities.
- Paid time off and holidays.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to stand, bend, and sit for long periods of time. The employee must also be able to listen and hear students, lift and/or move up to 50 pounds and be appropriately mobile, including by escorting students across campus as needed. This job description should not be construed to imply that these requirements are the only duties, responsibilities, and qualification for this job. Incumbents may be required to follow any additional related instructions, acquire related job skills and perform other related work as required or assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Application Process:**

- To apply, please submit your resume and cover letter detailing your relevant experience and why you're a good fit for this role.
- Deadline for applications: [TBD]

# Coversheet

## Approval of 2024-25 Home Office Compensation and Salary Bands for Home Office Employees

**Section:** II. Action Items  
**Item:** D. Approval of 2024-25 Home Office Compensation and Salary Bands for  
Home Office Employees  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II\_D\_2024-25 Home Office Salary Band.pdf



Agenda Item:	II D: Action Item
Date:	May 23, 2024
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Fiorella Del Carpio, Chief People Officer
RE:	Approval of 2024-25 Home Office Compensation and Salary Bands for Home Office Employees

**1. Action Proposed:**

I move for the MPS Board to approve the salary band and for the Home Office Positions to be effective as of July 1, 2024.

**2. Background**

The salary band is the range of pay that has been established to be paid to employees performing a particular job function. Salary ranges generally have a minimum pay rate, a maximum pay rate, and a series of mid-range opportunities for pay increases.

Pay rates and salary ranges are also set up by employers and recognize the level of education, knowledge, skill, and experience needed to perform each job. The salary range demonstrates the interrelationships of the jobs utilized by an employer.

- 3. Analysis:** This proposed salary band does not propose any calculation method for salary increases or a method to identify how much to offer to new hires at the home office. This band rather defines the minimum and maximum ranges for each position.



CHART 1	
Position type (2024-25)	Band group
CEO	A
C-Level, Executive Positions, <b>General Counsel, Deputy Superintendent</b>	B
Director, Controller, Senior Level Positions	C
Administrators, Managers, <b>Analysts</b> , Coordinators, Assistant Directors	D
Clerks, Assistants	E
Hourly (Non-exempt)	F

CHART 2		Tier number				
Positions Type(2024- 25)	Band group & #of Employees	MIN		AVERAGE		MAX
		1	2	3	4	5
CEO	A (1)	MPS BOARD OF DIRECTORS' DISCRETION				
C-Level, Executive Positions, <b>General Counsel, Deputy Superintendent</b>	B (7)	\$135,000- \$152,550	\$152,550- \$170,100	\$170,100- \$187,650	\$187,650- \$205,200	\$205,200- \$231,876
Director/Controller Senior Level Positions	C (14)	\$95,000- \$107,350	\$107,350- \$119,700	\$119,700- \$132,050	\$132,050- \$144,400	\$144,400- <b>\$165,000</b>
Administrators, Managers, <b>Analysts</b> , Coordinators, Assistant Directors	D (12)	\$75,000- \$84,750	\$84,750- \$95,768	\$95,768- \$108,218	\$108,218- \$122,286	\$122,286- <b>\$146,840</b>
Clerks/ Assistants	E	\$62,400- \$70,512	\$70,512- \$79,679	\$79,679- \$90,038	\$90,038- \$101,743	\$101,743- \$114,970
Hourly/Office (Appendix 2)	F (1)	Minimum Wage-\$25.00	\$25.00- \$30.00	\$30.00- \$35.00	\$35.00- \$40.00	\$40.00- \$45.00



- The MPS Home office currently employs 35 employees in the FY 2023-24 as shown in the Chart-2.
- Each band group has 5 tier ranges.
- The lower limit for band group E is the minimum wage as of January 1, 2024, which is \$16 per hour.
- Please note that all home office non-exempt employees are already paid equal to or more than the minimum hourly rate. The HR department closely monitors all minimum wage related announcements and makes necessary adjustments.

#### **4. Budget Implications**

The preliminary home office budget was reviewed and discussed by the board during the April 2024 board meeting with a salary increase of 4% for home office employees.

#### **Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	09/10/15	Initial Release	Terri Boatman, HR Director
1	05/07/19	Revised the 2015 band by introducing bands and tiers with no job title limitations. Revised min and max salary bands.	Suat Acar,COO
2	06/24/2021	Converted dollar limits to ranges for each tier. Added director of state and federal programs to Band Group C & facility project manager to Band Group D. This proposed band changes the tier dollar range calculations for hourly employees. The tier 1 starts with minimum wage of the FY and increases with fixed \$5.00 per hour increments.	Suat Acar,COO
3	05/23/2024	Added General Counsel, Deputy Superintendent, and analyst positions. Removed job title samples on chart 1. Expanded the maximum salary tier for band C and D	Fiorella Del Carpio

# Coversheet

## Approval of Elegant Learning Solutions Inc. Volunteer Partnership with MPS

**Section:** II. Action Items  
**Item:** E. Approval of Elegant Learning Solutions Inc. Volunteer Partnership with  
MPS  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II\_E\_Elegant Learning Solutions\_ELS\_vs\_MPS.pdf

## **Magnolia Public Schools**

### Volunteer Enrichment Programs Policy

Magnolia Public Schools (“MPS”) was founded on the belief that students benefit significantly in their development as learners and in preparation for college and career when they are exposed to and engaged in first-hand experiences in science and technology. MPS’ commitment to providing students with these experiences is possible because of contributions of time and resources from community partners, scientific experts in academia, and industry leaders. MPS is also fortunate that its Board of Directors has, historically, included these individuals as members, who have volunteered their time to contribute to MPS’ governance, as well as its mission. MPS appreciates the time of all who serve MPS in various capacities, and wishes to encourage these contributions. Because MPS is subject to various laws, regulations, and requirements set forth in charters, and because MPS obligation first and foremost it to ensure that its students are safely supervised, MPS sets forth the following standards and expectations by which volunteer enrichment programs (“Programs”) shall operate. Prior to the time that any Program serves students, the Program’s operator (the “Operator”) is required to execute the agreement attached hereto confirming their agreement to comply with the terms of this policy (the “Policy”).

#### Program Suitability

It is within the sole discretion of MPS to determine whether a Program is suitable to be offered to its students, taking into account and balancing the expected benefits, the Operator’s capacity and reputation to operate a safe and successful Program, the Program’s suitability taking into account applicable laws and regulations and the charters operated by MPS, the reputational impacts of working with an Operator or a particular Program, and the logistical demands upon MPS related to a Program.

#### Nature of Volunteering

All programs falling under this Policy must be provided to MPS and to its students by the Operator without any remuneration or consideration of any kind due to the Operator from MPS or its students, directly or indirectly. Operator agrees to provide the Program free-of-charge to MPS in order to provide an educational benefit to MPS students.

#### Working with Staff

Operators may not supervise and direct MPS employees unless the Operator has hired an MPS employee as their own employee. MPS does not prohibit Operators from hiring MPS employees to support the Program so long as the employment does not conflict with MPS employees’ duties to MPS. MPS employees, officers, and board members who are also employed by Operators must take care to ensure that they respect the boundaries of their respective roles, and do not allow their respective roles to conflict. For example, a Board member or MPS employee must not give preferential treatment to an MPS employee because they are also employed by Operator, and they likewise must not discipline or adversely treat an MPS employee because of their performance as an employee of Operator.

### Background Checks

Prior to commencing Services, all Operator employees or volunteers who will come into contact with MPS' students and employees shall submit to a criminal background check and furnish MPS with verification that the Operator has received and reviewed the criminal record summary consistent with the terms of Education Code Sections 18975(b), 44237, 45125.1 for all employees and volunteers, and has determined that none of the employees or volunteers have been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. Any Operator employee or volunteer who has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students shall not be allowed provide Services or come on campus. Operator shall maintain proof of compliance with these provisions and shall provide written confirmation of compliance for each employee and volunteer who comes into contact with MPS' students and/or staff at MPS' request.

### TB Tests

All Operator employees or volunteers who will come into contact with MPS' students and employees shall not commence work/volunteering and working with students unless the person has submitted to a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code Section 49406. Operator shall maintain proof of compliance with these provisions and shall provide written confirmation of compliance for each employee and volunteer who comes into contact with the MPS' students and/or staff at MPS' request.

### Discrimination, Hazing, Bullying, Intimidation and Harassment.

Operator agrees that it shall maintain policies and procedures that prohibit hazing, bullying, intimidation, and harassment and ensure that its employees are trained regarding the same. Each of Operator's employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, hazing, harassment, intimidation or bullying of a student. The Operator is also required to report such actions to MPS as soon as practicable.

### Equal Opportunities for Participation.

Operator agrees that it shall provide equal opportunities for participation by all persons without discrimination on the basis of the grounds identified in Education Code Section 220, which prohibit discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is



contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status. Operator shall comply with the Americans with Disabilities Act in its operations.

#### Avoidance of Conflicts of Interest

MPS Board members, officers, employees, and board members, officers, and employees of Operators must ensure that their involvement in the approval or operation of any Program does not present or create a potential or actual conflict of interest.

The Operator shall not derive any financial benefit from MPS for operating the Program. Accordingly, it is expected that no agreements with Operators could in any circumstance constitute a conflict of interest under Government Code Section 1090 in the absence of any financial interest in a contractual arrangement between MPS and an Operator.

To ensure compliance with the Political Reform Act (“PRA”), to the extent any employee, officer, or board member has an ownership interest in the Operator or is employed by the Operator, the individual must not participate in the approval of the Program. We hereby advise Operators and employees of operators, that the Political Reform Act bars MPS and its directors, officers, and employees from participating in any decision that is anticipated to financially impact a director, officer, or employee financially, even if the financial impact or benefit will be derived from a source other than MPS. For example, if operating the Program is expected to result in a financial benefit to a director, officer, or employee (e.g., a bonus or increased profit from increased business overall), even if the source of the financial gain is not MPS directly, this triggers the PRA’s prohibition on the director, officer, or employee’s participation in the decision to approve the Program. Any employee, officer, or board member who may be impacted financially by MPS’ decision to work with a Program shall disclose the same to MPS, refrain from influencing MPS to approve the Program, and take no part in MPS’ approval of the program (including the steps leading up to approval, e.g., negotiation and contracting).

#### Facilities Usage and Safety Expectations

Operator will be provided with classroom space, as determined in MPS’ discretion, so that Operator may operate the Program on the dates and times approved by MPS. Operator must ensure that its operation of the Program does not cause disturbance or damage to MPS facilities and tampering with materials stored in the classroom. At the conclusion of each Program session, Operator must ensure that the spaces it has utilized are neat and clean, in the condition that the spaces were found at the beginning of the Program session.

Operator will ensure that Operator and its employees are familiar with the School Safety Plan and related safety procedures applicable to the campus on which the Operator is providing the Program, and Operator and its employees agree to abide by and implement those policies and procedures as appropriate in the event of an emergency event.

#### Supervision

While operating the Program, Operator will be responsible for supervising students and ensuring that they are safe. Following the conclusion of a Program session, Operator may not dismiss students to anyone other than an MPS employee or the student's parents/guardians/authorized person, or to the location designated by MPS administration for dismissal.

If any student's behavior fails to conform with MPS' policies, the Operator shall promptly refer the student to MPS administration and shall not seek to discipline the student themselves. Operator may revoke a student's privilege to participate in the Program in consultation with MPS administration, and provided that doing so is not otherwise inconsistent with the Policy.

### Parent Agreement

Students may not participate in the Program unless and until their parent/guardian provides written advance consent. Parents/guardians must be given specific notice regarding who will be supervising their child(ren).

### Waiver of Liability

Operator provides the Program to MPS as a volunteer and at Operator's own risk. Operator shall hold MPS and its directors, officers, and employees harmless and free and clear of liability and damages of any kind arising from or related to Operator's operation of the Program.

### Indemnification

Operator agrees to indemnify, defend, and hold harmless MPS and its officers, employees, board members, insurers, successors, representatives, affiliates, attorneys, and assigns, from and against any and all claims, expenses, losses, costs, deficiencies, liabilities, judgments, settlements, and damages (including related attorney's fees and expenses) arising out of, relating to, or due to, whether directly or indirectly, (i) any breach of any of the representations, warranties, covenants, or terms contained in this Policy and any related agreement between Operator and MPS, and any misrepresentations or omissions by Operator related to any such agreement, (ii) Operator's operation of the Program, including but not limited to Operator's supervision or alleged inadequate supervision of students, Operator's interactions with parents, Operator's interactions with MPS employees, and claims raised by any chartering authority or regulator concerning Operator or the Program; (iii) without limitation, Operator's wrongful acts, errors, omissions, or negligence; and (iv) third-party claims of any kind asserted against MPS that are incidental to and would not have arisen but-for Operator's provision of the Program, including but not limited to claims related to violation of intellectual property rights. As soon as MPS becomes aware of a matter subject to indemnification under this section, MPS shall provide notice to Operator, and Operator shall promptly, and on an ongoing basis, advance attorney's fees and costs to MPS' legal counsel of choice until the final resolution of the underlying claim.

### Insurance

Operator represents and warrants that it maintains that at all times while providing the Program that it shall maintain (i) commercial general liability insurance of not less than \$2,000,000 per

occurrence, covering liabilities arising from bodily injury, personal injury, and property damage, and which names MPS as an additional insured and includes a waiver of subrogation provision for the benefit of MPS; (ii) professional liability insurance of not less than \$2,000,000 per occurrence, covering potential professional and operational liabilities associated with operating the Program, to the extent not encompassed in a general liability policy, including as a rider, or separate insurance policy, coverage for sexual misconduct and abuse, subject to the same limits of liability as the general liability policy.; (iii) with respect to an Operator that employs one or more employees, workers' compensation insurance at or greater than the minimum levels required by applicable law; (iv) to the extent the Operator operates vehicles owned or leased by the Operator, which are parked at MPS facilities and/or to the extent Operator transports students in vehicles owned or leased by the Operator (subject to MPS and parent approval on a request-by-request basis), Operator shall procure reasonable automobile insurance coverage. All required insurance must be purchased from companies with an A.M. Best Company financial strength rating of A minus or better and be authorized to transact the respective class of insurance in California. Operator shall provide proof of the foregoing insurance to MPS prior to providing the Program.

### Publicity

Any of Operator's materials, webpages, social media posts, press releases, or other communications that use MPS' name or logo or the names or logos of MPS charter schools, or names or depicts MPS' students must be preapproved by MPS. MPS reserves the right to reject any such proposed communication in its sole discretion.

### Confidentiality

Access to personally identifiable information of students shall be only for the purpose of carrying out an agreement subject to this Policy. Operator will not disclose personally identifiable information of any student to any third party. Operator shall comply with all applicable student data privacy laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g.)

### Status

For the avoidance of doubt, Operator's relationship with MPS shall be that of a volunteer providing a public service to MPS' students. Operator is not an agent of MPS, nor in a legal partnership with MPS. Operator shall provide the Program according to the Operator's own means and methods of work. The Operator will provide all materials and supplies necessary to operate its Program. The Operator is free to offer similar services to other schools and to otherwise practice their trade or profession for other organizations without limitation.

### Termination

- A. Termination for Default. MPS or Operator (each a "Party") may terminate an agreement made pursuant to this Policy if the other Party materially fails to observe or perform any covenant, obligation, or provision, and the Party's material failure

- continues for a period of thirty (30) days after it receives a written notice of default from the other Party.
- B. Termination for Convenience. Either Party may terminate an agreement made pursuant to this Policy for convenience upon thirty (30) days prior written notice to the other party.
  - C. Termination by Necessity. MPS may terminate an agreement made pursuant to the Policy immediately with 24 hours' notice due to a change in law or anticipated or actual adverse administrative or judicial proceeding that it expected to make it impractical, impossible, or undesirable for MPS to continue under such agreement, or in the event of a health and safety exigency or incident by the Operator that adversely impacts MPS' reputation in MPS' sole opinion.

**Agreement Between Magnolia Public Schools (“MPS”) and Elegant Learning Solutions  
 (ELS and dba Elegante.Academy)  
 (“Operator”) Regarding Program Offerings Pursuant to  
 MPS’ Volunteer Enrichment Programs Policy**

1. I am an authorized representative of the Operator and am proposing for Operator to provide the following voluntary program to MPS:

**AI and Cybersecurity Educational Program:** This program is designed to introduce and educate MPS students on the fundamentals and advanced topics of artificial intelligence and cybersecurity. The curriculum includes interactive learning sessions, project-based activities, and mentorship by industry professionals to enhance student engagement and learning outcomes.

**Chatbots:** Chatbots for schools can offer a variety of services aimed at enhancing parent support and improving recruitment processes. These tools range from subscription-based models with scalable pricing to custom in-house solutions that allow for extensive personalization. Schools can utilize chatbots to streamline communications, provide multilingual support, and disseminate vital information such as course details, fee structures, and campus events. Some providers offer free trials, enabling schools to evaluate the effectiveness of chatbots before committing financially. Additionally, educational chatbots have been shown to improve student engagement and retention, ultimately supporting institutional goals like increased graduation rates.

**Future Tech:** ELS also agrees to make the future technologies available to MPS under the terms of these agreements.  
(the “Program”).

2. Operator has reviewed the attached Volunteer Enrichment Programs Policy (the “Policy”) and agrees to comply with its terms and agrees that the Policy will govern the manner in which Operator provides its Program to MPS students and the contractual terms of the relationship between Operator and MPS with respect to the Program.
3. Operator affirms that it is offering its Program to MPS and its students without charge and that nothing of any value is due from MPS to Program in exchange for Operator operating the Program.
4. Operator affirms that **as a consequence** of offering its Program, none of Operators shareholders, officers, directors, or employees who are also directors, officers, or employees of MPS will receive any financial benefit or be impacted financially, or, Operator affirms that it has fully disclosed such financial benefit below:

ELS is not aware of any conflicts of interest; there are no undisclosed financial benefits. Should any conflicts of interest arise, ELS will notify MPS immediately. ELS also agrees to make all future technologies it develops available to MPS under the terms of these agreements, ensuring that MPS students have access to the latest advancements in educational technology.

5. Except as expressly set forth in the Policy and this agreement, there are no other terms, representations, warranties, or expectations, express or implied, governing the subject

matter of this agreement and the Policy.

**Executed by Operator this \_\_\_ day of \_\_\_, 20\_\_ by:**

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

**Approved and agreed to by Magnolia Public Schools:**

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

# Coversheet

## Approval of Atom Books Inc. Volunteer Partnership with MPS

**Section:** II. Action Items  
**Item:** F. Approval of Atom Books Inc. Volunteer Partnership with MPS  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II\_F\_Atom Books Inc.\_ABI\_vs\_MPS.pdf

## **Magnolia Public Schools**

### Volunteer Enrichment Programs Policy

Magnolia Public Schools (“MPS”) was founded on the belief that students benefit significantly in their development as learners and in preparation for college and career when they are exposed to and engaged in first-hand experiences in science and technology. MPS’ commitment to providing students with these experiences is possible because of contributions of time and resources from community partners, scientific experts in academia, and industry leaders. MPS is also fortunate that its Board of Directors has, historically, included these individuals as members, who have volunteered their time to contribute to MPS’ governance, as well as its mission. MPS appreciates the time of all who serve MPS in various capacities, and wishes to encourage these contributions. Because MPS is subject to various laws, regulations, and requirements set forth in charters, and because MPS obligation first and foremost it to ensure that its students are safely supervised, MPS sets forth the following standards and expectations by which volunteer enrichment programs (“Programs”) shall operate. Prior to the time that any Program serves students, the Program’s operator (the “Operator”) is required to execute the agreement attached hereto confirming their agreement to comply with the terms of this policy (the “Policy”).

#### Program Suitability

It is within the sole discretion of MPS to determine whether a Program is suitable to be offered to its students, taking into account and balancing the expected benefits, the Operator’s capacity and reputation to operate a safe and successful Program, the Program’s suitability taking into account applicable laws and regulations and the charters operated by MPS, the reputational impacts of working with an Operator or a particular Program, and the logistical demands upon MPS related to a Program.

#### Nature of Volunteering

All programs falling under this Policy must be provided to MPS and to its students by the Operator without any remuneration or consideration of any kind due to the Operator from MPS or its students, directly or indirectly. Operator agrees to provide the Program free-of-charge to MPS in order to provide an educational benefit to MPS students.

#### Working with Staff

Operators may not supervise and direct MPS employees unless the Operator has hired an MPS employee as their own employee. MPS does not prohibit Operators from hiring MPS employees to support the Program so long as the employment does not conflict with MPS employees’ duties to MPS. MPS employees, officers, and board members who are also employed by Operators must take care to ensure that they respect the boundaries of their respective roles, and do not allow their respective roles to conflict. For example, a Board member or MPS employee must not give preferential treatment to an MPS employee because they are also employed by Operator, and they likewise must not discipline or adversely treat an MPS employee because of their performance as an employee of Operator.



### Background Checks

Prior to commencing Services, all Operator employees or volunteers who will come into contact with MPS' students and employees shall submit to a criminal background check and furnish MPS with verification that the Operator has received and reviewed the criminal record summary consistent with the terms of Education Code Sections 18975(b), 44237, 45125.1 for all employees and volunteers, and has determined that none of the employees or volunteers have been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. Any Operator employee or volunteer who has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students shall not be allowed provide Services or come on campus. Operator shall maintain proof of compliance with these provisions and shall provide written confirmation of compliance for each employee and volunteer who comes into contact with MPS' students and/or staff at MPS' request.

### TB Tests

All Operator employees or volunteers who will come into contact with MPS' students and employees shall not commence work/volunteering and working with students unless the person has submitted to a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code Section 49406. Operator shall maintain proof of compliance with these provisions and shall provide written confirmation of compliance for each employee and volunteer who comes into contact with the MPS' students and/or staff at MPS' request.

### Discrimination, Hazing, Bullying, Intimidation and Harassment.

Operator agrees that it shall maintain policies and procedures that prohibit hazing, bullying, intimidation, and harassment and ensure that its employees are trained regarding the same. Each of Operator's employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, hazing, harassment, intimidation or bullying of a student. The Operator is also required to report such actions to MPS as soon as practicable.

### Equal Opportunities for Participation.

Operator agrees that it shall provide equal opportunities for participation by all persons without discrimination on the basis of the grounds identified in Education Code Section 220, which prohibit discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is

contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status. Operator shall comply with the Americans with Disabilities Act in its operations.

#### Avoidance of Conflicts of Interest

MPS Board members, officers, employees, and board members, officers, and employees of Operators must ensure that their involvement in the approval or operation of any Program does not present or create a potential or actual conflict of interest.

The Operator shall not derive any financial benefit from MPS for operating the Program. Accordingly, it is expected that no agreements with Operators could in any circumstance constitute a conflict of interest under Government Code Section 1090 in the absence of any financial interest in a contractual arrangement between MPS and an Operator.

To ensure compliance with the Political Reform Act (“PRA”), to the extent any employee, officer, or board member has an ownership interest in the Operator or is employed by the Operator, the individual must not participate in the approval of the Program. We hereby advise Operators and employees of operators, that the Political Reform Act bars MPS and its directors, officers, and employees from participating in any decision that is anticipated to financially impact a director, officer, or employee financially, even if the financial impact or benefit will be derived from a source other than MPS. For example, if operating the Program is expected to result in a financial benefit to a director, officer, or employee (e.g., a bonus or increased profit from increased business overall), even if the source of the financial gain is not MPS directly, this triggers the PRA’s prohibition on the director, officer, or employee’s participation in the decision to approve the Program. Any employee, officer, or board member who may be impacted financially by MPS’ decision to work with a Program shall disclose the same to MPS, refrain from influencing MPS to approve the Program, and take no part in MPS’ approval of the program (including the steps leading up to approval, e.g., negotiation and contracting).

#### Facilities Usage and Safety Expectations

Operator will be provided with classroom space, as determined in MPS’ discretion, so that Operator may operate the Program on the dates and times approved by MPS. Operator must ensure that its operation of the Program does not cause disturbance or damage to MPS facilities and tampering with materials stored in the classroom. At the conclusion of each Program session, Operator must ensure that the spaces it has utilized are neat and clean, in the condition that the spaces were found at the beginning of the Program session.

Operator will ensure that Operator and its employees are familiar with the School Safety Plan and related safety procedures applicable to the campus on which the Operator is providing the Program, and Operator and its employees agree to abide by and implement those policies and procedures as appropriate in the event of an emergency event.

#### Supervision

While operating the Program, Operator will be responsible for supervising students and ensuring that they are safe. Following the conclusion of a Program session, Operator may not dismiss students to anyone other than an MPS employee or the student's parents/guardians/authorized person, or to the location designated by MPS administration for dismissal.

If any student's behavior fails to conform with MPS' policies, the Operator shall promptly refer the student to MPS administration and shall not seek to discipline the student themselves. Operator may revoke a student's privilege to participate in the Program in consultation with MPS administration, and provided that doing so is not otherwise inconsistent with the Policy.

### Parent Agreement

Students may not participate in the Program unless and until their parent/guardian provides written advance consent. Parents/guardians must be given specific notice regarding who will be supervising their child(ren).

### Waiver of Liability

Operator provides the Program to MPS as a volunteer and at Operator's own risk. Operator shall hold MPS and its directors, officers, and employees harmless and free and clear of liability and damages of any kind arising from or related to Operator's operation of the Program.

### Indemnification

Operator agrees to indemnify, defend, and hold harmless MPS and its officers, employees, board members, insurers, successors, representatives, affiliates, attorneys, and assigns, from and against any and all claims, expenses, losses, costs, deficiencies, liabilities, judgments, settlements, and damages (including related attorney's fees and expenses) arising out of, relating to, or due to, whether directly or indirectly, (i) any breach of any of the representations, warranties, covenants, or terms contained in this Policy and any related agreement between Operator and MPS, and any misrepresentations or omissions by Operator related to any such agreement, (ii) Operator's operation of the Program, including but not limited to Operator's supervision or alleged inadequate supervision of students, Operator's interactions with parents, Operator's interactions with MPS employees, and claims raised by any chartering authority or regulator concerning Operator or the Program; (iii) without limitation, Operator's wrongful acts, errors, omissions, or negligence; and (iv) third-party claims of any kind asserted against MPS that are incidental to and would not have arisen but-for Operator's provision of the Program, including but not limited to claims related to violation of intellectual property rights. As soon as MPS becomes aware of a matter subject to indemnification under this section, MPS shall provide notice to Operator, and Operator shall promptly, and on an ongoing basis, advance attorney's fees and costs to MPS' legal counsel of choice until the final resolution of the underlying claim.

### Insurance

Operator represents and warrants that it maintains that at all times while providing the Program that it shall maintain (i) commercial general liability insurance of not less than \$2,000,000 per

occurrence, covering liabilities arising from bodily injury, personal injury, and property damage, and which names MPS as an additional insured and includes a waiver of subrogation provision for the benefit of MPS; (ii) professional liability insurance of not less than \$2,000,000 per occurrence, covering potential professional and operational liabilities associated with operating the Program, to the extent not encompassed in a general liability policy, including as a rider, or separate insurance policy, coverage for sexual misconduct and abuse, subject to the same limits of liability as the general liability policy.; (iii) with respect to an Operator that employs one or more employees, workers' compensation insurance at or greater than the minimum levels required by applicable law; (iv) to the extent the Operator operates vehicles owned or leased by the Operator, which are parked at MPS facilities and/or to the extent Operator transports students in vehicles owned or leased by the Operator (subject to MPS and parent approval on a request-by-request basis), Operator shall procure reasonable automobile insurance coverage. All required insurance must be purchased from companies with an A.M. Best Company financial strength rating of A minus or better and be authorized to transact the respective class of insurance in California. Operator shall provide proof of the foregoing insurance to MPS prior to providing the Program.

### Publicity

Any of Operator's materials, webpages, social media posts, press releases, or other communications that use MPS' name or logo or the names or logos of MPS charter schools, or names or depicts MPS' students must be preapproved by MPS. MPS reserves the right to reject any such proposed communication in its sole discretion.

### Confidentiality

Access to personally identifiable information of students shall be only for the purpose of carrying out an agreement subject to this Policy. Operator will not disclose personally identifiable information of any student to any third party. Operator shall comply with all applicable student data privacy laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g.)

### Status

For the avoidance of doubt, Operator's relationship with MPS shall be that of a volunteer providing a public service to MPS' students. Operator is not an agent of MPS, nor in a legal partnership with MPS. Operator shall provide the Program according to the Operator's own means and methods of work. The Operator will provide all materials and supplies necessary to operate its Program. The Operator is free to offer similar services to other schools and to otherwise practice their trade or profession for other organizations without limitation.

### Termination

- A. Termination for Default. MPS or Operator (each a "Party") may terminate an agreement made pursuant to this Policy if the other Party materially fails to observe or perform any covenant, obligation, or provision, and the Party's material failure

- continues for a period of thirty (30) days after it receives a written notice of default from the other Party.
- B. Termination for Convenience. Either Party may terminate an agreement made pursuant to this Policy for convenience upon thirty (30) days prior written notice to the other party.
  - C. Termination by Necessity. MPS may terminate an agreement made pursuant to the Policy immediately with 24 hours' notice due to a change in law or anticipated or actual adverse administrative or judicial proceeding that it expected to make it impractical, impossible, or undesirable for MPS to continue under such agreement, or in the event of a health and safety exigency or incident by the Operator that adversely impacts MPS' reputation in MPS' sole opinion.

**Agreement Between Magnolia Public Schools (“MPS”) and Atom Books Inc. (“ABI”)**  
 **(“Operator”) Regarding Program Offerings Pursuant to**  
 **MPS’ Volunteer Enrichment Programs Policy**

1. I am an authorized representative of the Operator and am proposing for Operator to provide the following voluntary program to MPS:

ABI proposes to provide MPS students with a volunteer enrichment program that includes: (a) Multilingual AR-enhanced and AI-powered interactive books for classroom use, (b) Bilingual storytelling sessions via Zoom to foster language skills and cultural awareness, utilizing AI-driven materials to enhance reading and comprehension, (c) ABO also agrees to make all future technologies (such as integrated AI-powered reading assessments) it develops available to MPS under the terms of these agreements, ensuring that MPS students have access to the latest advancements in educational technology.  
(the “Program”).

2. Operator has reviewed the attached Volunteer Enrichment Programs Policy (the “Policy”) and agrees to comply with its terms and agrees that the Policy will govern the manner in which Operator provides its Program to MPS students and the contractual terms of the relationship between Operator and MPS with respect to the Program.
3. Operator affirms that it is offering its Program to MPS and its students without charge and that nothing of any value is due from MPS to Program in exchange for Operator operating the Program.
4. Operator affirms that **as a consequence** of offering its Program, none of Operators shareholders, officers, directors, or employees who are also directors, officers, or employees of MPS will receive any financial benefit or be impacted financially, or, Operator affirms that it has fully disclosed such financial benefit below:

ABI is not aware of any conflicts of interest. Should any conflicts of interest arise, Abi will notify MPS immediately.

5. Except as expressly set forth in the Policy and this agreement, there are no other terms, representations, warranties, or expectations, express or implied, governing the subject matter of this agreement and the Policy.

**Executed by Operator this \_\_\_ day of \_\_\_, 20\_\_ by:**

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

**Approved and agreed to by Magnolia Public Schools:**

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title:

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# Coversheet

## Approval of Resolution Authorizing Non-Programmatic Summer Trip to Costa Rica

**Section:** II. Action Items  
**Item:** G. Approval of Resolution Authorizing Non-Programmatic Summer Trip to Costa Rica  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II\_G\_Resolution Authorizing a Non-Programmatic Summer Trip.pdf





Agenda Item:	II G: Action Item
Date:	May 23, 2024
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Erdinc Acar, Chief Academic Officer
RE:	Approval of Resolution Authorizing a Non-Programmatic Summer Trip to Costa Rica

**Action Proposed:**

The administration recommends that the Board approve the resolution to authorize and facilitate a non-programmatic summer trip to Costa Rica for up to sixty high school students.

**Purpose:**

The Magnolia Educational & Research Foundation (MERF), a non-profit public benefit corporation operating several public charter schools under the name Magnolia Public Schools (MPS), seeks to provide a nonprogrammatic summer trip opportunity to Costa Rica for up to sixty high school students. This trip, scheduled to take place after the conclusion of the 2023-24 instructional year, aims to offer unique educational experiences outside the regular school-year curriculum.

The MERF staff has determined that facilitating this trip aligns with MERF’s charitable purposes. The trip will not be considered an educational activity under Education Code section 49011 and will not offer course credit. Students will cover the trip costs, approximately equivalent to MERF’s per-participant expense, including transportation, lodging, and activities.

This excursion to Costa Rica is an unparalleled opportunity for our students to experience experiential learning, community service, and cultural exchange, aligning with MPS objectives. By participating, students will develop critical skills like global citizenship and cultural awareness, preparing them for a successful future in a globalized world.

- **Experiential Learning:** Interaction with Costa Rica’s natural and socio-economic environments to enhance students’ understanding of biodiversity, sustainability, and global interconnectivity.
- **Community Service:** Hands-on volunteer work in the local community to develop participants’ leadership, empathy, and social responsibility.
- **Cultural Exchange:** Engage with Costa Rican culture through traditional cooking classes, dance workshops, and language immersion, broadening participants’ perspectives.

**Background:**

The trip is open to high school students, with a cap of 60 students and 10 staff members. MPS staff will support the organization and supervision of the trip, which includes transportation, accommodations, meals, and activities at an approximate cost of \$1,800 per participant. Two groups will be formed, with one departing on the 17th and the other on the 18th, both returning on the 27th. Efforts are underway to support trip costs through fundraising and scholarships. Additionally, pre-trip orientation sessions for students, parents, and staff will be conducted to cover logistics.

Special considerations for the trip include ensuring compliance with both US and Costa Rican laws, obtaining parental consent forms, and establishing protocols for emergencies abroad. Comprehensive travel and health insurance will be secured, and collaboration with a travel agency will be undertaken to facilitate the trip. Additionally, pre-trip orientations will be conducted to cover safety, behavioral expectations, and cultural norms in Costa Rica.

**Budget Implications:**

Financial support from MERF's general fund may be provided to reduce costs for participants, with the total trip budget not to exceed \$110,000, and up to \$50,000 allocated to support participant costs through philanthropic support using other local revenues from the Magnolia Educational & Research Foundation budget.

**Exhibits:**

- Resolution authorizing nonprogrammatic summer trip

## **MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION**

### **RESOLUTION AUTHORIZING NONPROGRAMMATIC SUMMER TRIP**

**WHEREAS**, Magnolia Educational & Research Foundation (“MERF”) is a non-profit public benefit corporation operating several public charter schools in Southern California under the name “Magnolia Public Schools” (“Magnolia”);

**WHEREAS**, MERF’s charitable purposes include educational and scientific purposes such as providing community support for educational endeavors;

**WHEREAS**, the MERF Board of Directors (“Board”) desires to provide educational and related opportunities for its Magnolia students both during the school year as part of its academic programming, in addition to facilitating nonprogrammatic opportunities outside of the school year;

**WHEREAS**, an opportunity as arisen for a nonprogrammatic student summer trip to Costa Rica, outside of the regular school year, that would provide unique and valuable content for those Magnolia students who choose to attend;

**WHEREAS**, the Board finds it in the interest of MERF and consistent with its charitable purposes to organize and facilitate the trip as a charitable endeavor related to support of Magnolia’s high schools students;

**WHEREAS**, the Board does not consider the proposed trip to be a school “educational activity” as contemplated by Education Code section 49011, because it is not part of any curriculum nor does it take place during the school year;

**WHEREAS**, MERF will not offer or provide any course credit or other recognition to participants in the trip;

**WHEREAS**, the Board desires to provide the summer trip opportunity for up to sixty (60) Magnolia students after completing their eleventh-grade year, selected on a first come first served basis. If on the initial sign-up day more students apply that spaces are available, the MERF will conduct a random lottery;

**WHEREAS**, the Board intends that each student participant will pay a trip cost roughly equivalent to MERF’s per-participant cost, including transportation, lodging, activities, etc.; and,

**WHEREAS**, the Board determines that it is in the interest of MERF and consistent with its charitable purposes to provide financial support to some or all the participants for the trip, in an amount to be determined by the CEO, and hereby allocates funding for that purpose, as follows.

**NOW, THEREFORE, BE IT RESOLVED** by the MERF Board of Directors that:

1. The Board approves the summer trip, to occur after the conclusion of the 2023-24 instructional year, with a total trip budget not to exceed \$110,000, the majority of which, if not the entirely, is to be paid by participants.
2. The Board authorizes the CEO and/or his designees to take all steps necessary and desirable to effectuate the summer trip, including signing up participants, advancing funds to plan for and obtain tickets, making reservations, etc. to facilitate the trip.
3. The Boards allocates up to \$50,000 from MERF unrestricted general fund (not associated with any of the charter schools it operates) to support the trip overall or to lower Magnolia student costs for participating in the trip, to be applied and utilized at the CEO's discretion. If the CEO desires to utilize a "scholarship" type process, he is directed to follow an IRS-compliant scholarship committee process.
4. To the extent that MERF employees or its agents advanced or will advance funds to support the summer trip (e.g., ticket deposits, etc.), the Board authorizes reimbursement consistent the MERF's reimbursement policy (e.g., present receipts, etc.)

**PASSED AND ADOPTED** by the Board this 23<sup>rd</sup> day of May, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned Board Secretary does hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its meeting on the above date and by the vote above stated, which resolution is on file in the office of MERF.

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Board Secretary

# Coversheet

## Approval of MPS Scholarship Program and Policy

**Section:** II. Action Items  
**Item:** H. Approval of MPS Scholarship Program and Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II\_H\_MPS Scholarship Program and Policy.pdf



Agenda Item:	II H: Action Item
Date:	May 23, 2024
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Erdinc Acar, Chief Academic Officer
RE:	Approval of MPS Scholarship Program and Policy

**Action Proposed:**

I move that the Board approve the MPS Scholarship Program and Policy.

**Purpose and Overview:**

The Board of Directors (the “Board”) of Magnolia Education and Research Foundation (“MPS”) seeks to establish a scholarship program (“Program”) aimed at supporting Charter School students’ participation in nonprogrammatic summer trips based on financial need, without using public school funding.

**Program Policy:**

The Program's purpose is to facilitate the participation of socioeconomically disadvantaged students in nonprogrammatic summer trips. This Policy outlines the practices and procedures MPS will adhere to, ensuring fairness and consistency in selecting and awarding scholarships, in line with IRS guidelines for charitable organizations.

**Scholarship Definition**

A "scholarship" refers to financial awards provided to students to offset or cover travel, lodging, and meal expenses essential for participating in a nonprogrammatic summer trip. Funding for this Program will be sourced solely from private charitable donations and other non-school charitable assets.

**Impartial / Independent Scholarship Committee**

To comply with IRS regulations, an impartial selection panel, the “Scholarship Committee,” will be established by the CEO to administer and allocate funds for scholarships. Committee members, appointed by the CEO, must be impartial and free from conflicts of interest.

**Scholarship Amounts:**

1. Scholarships will be offered to socioeconomically disadvantaged students by the Committee, with amounts varying annually based on available charitable donations.
2. All funds for the Program will be managed separately by MPS as a distinct "fund," with scholarships subject to fund availability.
3. Students ineligible as per the Policy cannot receive scholarships.

**Standards / Rules for Awarding Scholarships**

The following standards and rules will govern the awarding of scholarships:

1. The Committee will utilize a blind process, ensuring objective and nondiscriminatory selection.
2. Eligibility is extended to all socioeconomically disadvantaged students at MPS schools.
3. Scholarship awards must be used exclusively for trip-related expenses, including transportation, lodging, and meals.
4. The Committee may employ a ranking metric based on predetermined criteria, such as Free or Reduced Price Meals qualification, family income relative to local median income, grades, and attendance.

**Retention of Records:**

The Committee will maintain thorough documentation related to the Program, including applicant evaluations, recipient identifications, scholarship amounts, and trip details.

**Disqualified Persons:**

The following individuals are ineligible for awards or scholarships under this Program:

- Relatives of Committee Members
- Relatives of Major Donors to MPS
- Relatives of MPS Officers or Directors

**Budget Implications:**

Financial support from MERF's general fund may be utilized to run the scholarship programs.

**Exhibits:**

- MPS Scholarship Program and Policy

## **SCHOLARSHIP PROGRAM AND POLICY**

The Board of Directors (the “Board”) of Magnolia Education and Research Foundation (“MPS”) desires to establish a scholarship program (“Program”) to subsidize or fully fund Charter School students’ participation in nonprogrammatically summer trips based upon financial need.

The purpose of the Program is to help ensure students who are socioeconomically disadvantaged have the opportunity to participate in nonprogrammatically summer trips. This Program policy (the “Policy”) describes the practices and procedures that MPS will follow to ensure integrity in the process of selecting recipients and awarding scholarships in an objective and non-discriminatory manner consistent with IRS guidance for charitable organizations. The Program shall be operated consistent with the most rigorous of the IRS standards for scholarships.

The term “scholarship” refers to financial awards given to student to help subsidize or fully fund travel, lodging, and meal expenditures necessary to participate in a nonprogrammatically summer trip, whether those awards are given directly to the student or are provided on MPS’s behalf to a vendor providing the services necessary to support the trip. This Program shall be funded solely by private charitable donations and other non-school charitable assets.

### **Impartial / Independent Scholarship Committee**

The IRS requires a charitable organization to establish an impartial selection panel to administer scholarship programs. Accordingly, the Board has directed the CEO to establish an independent “Scholarship Committee” (the “Committee”) to administer and award funds for scholarships under the Program. The CEO may select three (3) to five (5) persons to serve on the Committee. The Committee members must be impartial. Any person who has contributed to the Program fund or MERF generally in the past five (5) calendar years, or who has a family member otherwise eligible for a Program scholarship is disqualified from serving on the Committee. Contributions from spouses are included as disqualifying.

### **Scholarship Amounts**

1. Scholarships are offered by the Committee to students who are socioeconomically disadvantaged, subject to the rules and restrictions set forth herein and other criteria established by the Committee. Scholarship amounts will vary year by year depending upon charitable donations made or available to the Program fund.
2. All funds donated to and administered for the Program are maintained and accounted for separately by MPS as a separate “fund.” All scholarships are subject to the availability of funds.
3. A student cannot receive a scholarship if the student is disqualified as set forth herein.

### **Standards / Rules for Awarding Scholarships**

The following information shall be clearly communicated to MPS students, employees, Board Members, and fund donors:



### ***Rules and Procedures***

The Committee uses the following rules and procedures to determine whether a student qualifies for a scholarship.

1. Use a “blind” process. The Committee shall award scholarships on an objective and a nondiscriminatory “blind” basis. The Committee may further refine its process in that regard and provide a description to the Executive Director.
2. The charitable class under this Policy consists of all students at MPS schools who are socioeconomically disadvantaged.
3. All scholarship awards must be used for expenses directly tied to the nonprogrammatic summer trip which includes transportation, lodging, and meals.
4. The Committee may create a ranking metric to account for factors such as qualifying for Free or Reduced Price Meals, family income related to local median income, grades, attendance, and other factors selected by the Committee. The criteria for selecting recipients should be specifically stated as the determining factors for eligibility and must be made available to all applicants.

### ***Retention of Records***

The Committee will maintain the following documents in connection with the Program:

1. Information used to evaluate the qualifications of potential recipients.
2. Information concerning the identification of recipients, including any relationships between the scholarship recipient and MPS officials, or donors.
3. The amount of each scholarship and information about the nonprogrammatic summer trip.

### **Disqualified Persons**

The following individuals are **not** eligible to receive an award or scholarship under this Program:

#### ***Relatives of Committee Members***

“Relative” includes a Committee member’s children, aunts, uncles, cousins, siblings, biological or by law, or the children of any such relative.

#### ***Relatives of Major Donor to MPS***

Any student who is a relative of any person who has donated more than \$20,000 to MPS in the past five (5) calendar years.

#### ***Relatives of MPS Officers or Directors***

Any student who is a relative of an MPS officer or Board member.

# Coversheet

## Recommendation and Approval for an Addendum to the MPS Financial Policies and Procedures Manual

**Section:** II. Action Items  
**Item:** I. Recommendation and Approval for an Addendum to the MPS Financial  
Policies and Procedures Manual  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II\_I\_Addendum to the MPS Financial Policies and Procedures Manual.pdf



<i>Agenda Item:</i>	II I: Action Item
<i>Date:</i>	May 23, 2024
<i>To:</i>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ <b>MPS</b> ”) Board of Directors (the “ <b>Board</b> ”)
<i>From:</i>	Alfredo Rubalcava, CEO & Superintendent
<i>Staff Lead(s):</i>	Steve Budhreja Ed.D, Chief Financial Officer
<i>RE:</i>	Recommendation for an Addendum to the MPS Financial Policies and Procedures Manual

**Action Proposed:**

MPS Staff recommends that the Board approve the recommendation for an Addendum to the Fiscal Policies and Procedures Manual.

**Purpose:**

The purpose of this proposed action is to support non-instructional field trips in collaboration with MPS students and staff and allow for payments to be made to international vendors as well as the use of payment app known as “Wise” which allows for ease of money transfers with minimal costs.

**Budget Implications**

There are no budget implications.

**Exhibits**

Recommendation for an Addendum to the Financial Policies and Procedures Manual  
Memorandum



**TO: Magnolia Educational Research Foundation Board of Directors**

**FROM: Steve Budhreja, Chief Financial Officer**

**DATE: May 17, 2021**

**SUBJECT: Recommendation for an Addendum to the Financial Policies and Procedures Manual**

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**Issue**

The Magnolia Educational Research Foundation Financial Policies and Procedures Manual does not currently provide for paying international vendors. To support nonprogrammatic international summer trips, it would be prudent to provide an addendum to the Fiscal Policies.

**Recommendation**

It is my recommendation to approve the attached addendum in order to ensure timely and efficient payment to international vendors in support of MERF's nonprogrammatic international summer trips.



Board Approval Date: May 23, 2024

**Addendum Financial Policies and Procedures Manual**

Notwithstanding anything in the MERF Financial Policies and Procedures Manual to the contrary, to the extent that the MERF Board authorizes summer international nonprogrammatic student trips, MERF is authorized to make payments to international vendors via the “Wise” application or via any other method as approved by the Chief Financial Officer (“CFO”) for financial amounts pre-approved by the Board of Directors.