



Magnolia Public Schools

Regular Board Meeting

Date and Time

Thursday April 10, 2025 at 4:30 PM PDT

Location

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

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.

- 2460 W Bayshore Rd, Apt 6, Palo Alto, CA 94303 (**Dr. Umit Yapanel**)

Dialing information for this meeting is included below:

Dial in: 1-669-444-9171

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

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 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, 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 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

Student Board Member:

Naim Bayraktar

CEO & Superintendent:

Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
Opening Items			
A. Call the Meeting to Order			1 m
B. Pledge of Allegiance			1 m
C. Record Attendance and Guests			1 m
D. Approval of Agenda	Vote		1 m
E. Public Comments			10 m
F. Announcements - CEO & Superintendent, Board, Student Board Member			5 m
G. Approval of Minutes from MPS Regular Board Meeting - March 13, 2025	Approve Minutes		1 m
H. Approval of Minutes from MPS Special Board Meeting - March 27, 2025	Approve Minutes		1 m
II. Consent Items			4:51 PM
A. Approval of 2025-26 School Calendars for All Magnolia Public Schools	Vote	David Yilmaz	3 m
III. Closed Session			4:54 PM
A. Public Announcement of Closed Session	FYI		1 m
B. Conference with Real Property Negotiations (§ 54956.8)			5 m
Property: 412 W Carl Karcher Way, Anaheim, CA 92801			
Agency Negotiator: Alfredo Rubalcava			

	Purpose	Presenter	Time
Negotiating Parties: Magnolia and Anaheim Facilities LLC. Under Negotiation: Purchase and Sale Agreement			
C. Conference with Legal Counsel - Existing Litigation (§ 54956.9)			5 m
Name of case: Magnolia Educational & Research Foundation vs. Placentia-Yorba Linda Unified District Case No.: 30-2025-01460918-CU-WM-CJC			
D. Public Employee Performance Evaluation (§ 54957) - Title: CEO & Superintendent			30 m
E. Report Out of Closed Session	FYI		1 m
IV. Information/Discussion Items			5:36 PM
A. Enrollment Update 2025-26	Discuss	Brenda Olivares	15 m
B. Reimagining Compensation at Magnolia: Progress and Next Steps	Discuss	Fiorella Del Carpio	10 m
V. Action Items			6:01 PM
A. Approval of Renewing One Board Membership For Mr. Mekan Muhammedov - 2nd term.	Vote	Alfredo Rubalcava	7 m
B. Approval of Residential Treatment Center Master Service Agreement and Individual Service Agreement Between Telos Academy and Magnolia Science Academy-1	Vote	Gokhan Serce	10 m
C. 2025-26 Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic ("NCBA") Positions & School Leaders	Vote	Fiorella Del Carpio	10 m
D. Approval of MPS School Site Classified Employees' Pay Raise Schedule for 2025-26	Vote	Alfredo Rubalcava	5 m
E. Approval of 2025-26 Home Office Compensation and Salary Bands for Home Office Employees	Vote	Fiorella Del Carpio	5 m

	Purpose	Presenter	Time
F. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-1 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
G. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-2 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
H. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-3 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
I. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-4 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
J. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-5 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
K. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-6 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
L. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-7 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
M. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-8 for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
N. Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-Santa	Vote	Fiorella Del Carpio	5 m

	Purpose	Presenter	Time
	Ana for the Improvement of Educational Programs for Students		
O.	Approval of Board Resolution for Restructuring of Position(s) for Magnolia Science Academy-San Diego for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio
			5 m
P.	Approval of Architect for the Magnolia Science Academy-7 Project at 18120 Sherman Way	Vote	Patrick Ontiveros
			10 m
Q.	Adoption of Reimbursement Resolution for the Magnolia Science Academy-5 Project at 7111 Winnetka Ave	Vote	Patrick Ontiveros
			5 m
VI.	Closing Items		7:43 PM
A.	Adjourn Meeting		1 m

Coversheet

Approval of Minutes from MPS Regular Board Meeting - March 13, 2025

Section:	I. Opening Items
Item:	G. Approval of Minutes from MPS Regular Board Meeting - March 13, 2025
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Board Meeting on March 13, 2025

APPROVED



Magnolia Public Schools

Minutes

Regular Board Meeting

Date and Time

Thursday March 13, 2025 at 6:30 PM

Location

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

Board Members:

Mr. Mekan Muhammedov, Chair

Ms. Sandra Covarrubias, Vice-Chair

Dr. Umit Yapanel

Dr. Salih Dikbas

Ms. Diane Gonzalez

Student Board Member:

Naim Bayraktar

CEO & Superintendent:

Mr. Alfredo Rubalcava

Directors Present

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

Directors Absent

None

Directors who arrived after the meeting opened

S. Dikbas

Guests Present

J. Lara

I. Opening Items

A. Call the Meeting to Order

M. Muhammedov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Mar 13, 2025 at 6:33 PM.

B. Pledge of Allegiance

Board, staff and guests conducted the pledge of allegiance.

C. Record Attendance and Guests

Refer to attendance information recorded above.

D. Approval of Agenda

D. Gonzalez made a motion to amend the agenda and remove Action Item IV.H.

U. Yapanel seconded the motion.

P. Ontiveros, General Counsel & Director of Facilities, provided context to the removal of IV.H: Approval of Authorization for MPS Staff to Select a Design-Build Contractor for the Magnolia Science Academy-5 Project.

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

Roll Call

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

E. Public Comments

No public comments were made at this time.

F. Announcements - CEO & Superintendent, Board, Student Board Member

G. Serce, Chief Academic Officer, reported and highlighted event last week Spring Symposium all staff participated and joined with many different sessions and connected. Over 30 sessions for our internal staff with tyhe focus of building connections with students and families, social emotional learning and mental health support for students, student needs, understanding how LCAP supports the schools, effective behavior intervention, cybersecurity fundamentals, leadership development, updated Academic

initiatives presented to leaders. MPS alumni joined and lead an alumni panel and staff were able to ask questions to the alumni speakers. Still finalizing the survey responses and goal is to improve it.

All HO staff members part of making this a success.

G. Approval of Minutes from MPS Regular Board Meeting - February 13, 2025

D. Gonzalez made a motion to approve the minutes from Regular Board Meeting on 02-13-25.

U. Yapanel seconded the motion.

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

Roll Call

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

II. Consent Items

A. Approval of Charter School Annual Report to the Los Angeles County Office of Education for Magnolia Science Academy (MSA)-1, 2, 3, and 5

S. Covarrubias made a motion to approve the Charter School Annual Report to the Los Angeles County Office of Education (LACOE) for Magnolia Science Academy (MSA)-1, 2, 3, and 5.

D. Gonzalez seconded the motion.

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

Roll Call

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

III. Closed Session

A. Public Announcement of Closed Session

M. Muhammedov, Board Chair, announced that the Board will be going into closed session to discuss conference with real property negotiations and public employee performance evaluation for CEO & Superintendent.

B. Conference with Real Property Negotiations (§ 54956.8)

Item was discussed in Closed Session.

C. Public Employee Performance Evaluation (§ 54957) - Title: CEO & Superintendent

S. Dikbas arrived at 6:52 PM.

Item was discussed in Closed Session.

D. Report Out of Closed Session

M. Muhammedov announced in Open Session at 8:05pm that the Board discussed conference with real properties negotiations and took no action and informed staff to take next steps. Furthermore, for public employee evaluation for CEO & Superintendent, Board directed staff for further actions.

IV. Action Items

A. Approval of Resolutions Related to the Acquisition and Lease of 412 W Carl Karcher Way, Anaheim, CA 92801 (Including Acquisition Loan)

P. Ontiveros, General Counsel & Director of Facilities, presented that the approvals they are seeking are related to the acquisition for the 412 W Carl Karcher Way property. He stated that the Board had previously authorized to sign a purchase and sale agreement, open escrow, and make a good faith deposit. The current action is to move forward to close escrow. He stated that this would be paid using funds from MERF and through financing. He added that due diligence was taken and worked with legal counsel. Board Members questions were addressed by staff.

M. Muhammedov made a motion to approve the following actions: (1) closing of the escrow for the purchase of the property located at 412 W Carl Karcher Way, Anaheim, CA 92801 (APN: 267-131-04) aka 1180 N La Palma Parkway (the "Anaheim Property") from Anaheim Facilities LLC ("Seller") for a purchase price of Three Million Five Hundred Thousand Dollars (\$3,500,000) plus closing costs and expenses; (2) using financing in the form of a carryback note in the amount of Two Million Dollars (\$2,000,000) (the "Loan") from the Seller for a portion of the purchase price pursuant to the terms and conditions set forth in the promissory note attached as Exhibit A; (3) using approximately One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) of MPS funds to apply to the purchase price and closing costs and expenses; (4) execution by the MPS CEO, CFO or their designees, of such documents and instruments as may be necessary for MPS to close the Loan, including but not limited to a Promissory Note, Deed of Trust, and such other documents as shall be necessary to secure the Loan (the "Loan Documents"); (5) adoption of the reimbursement resolution attached as Exhibit B; and (6) the execution by the MPS CEO and Superintendent, CFO, or their designees, of such documents and instruments as may be necessary to undertake and complete the foregoing actions.

U. Yapanel seconded the motion.

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

Roll Call

U. Yapanel Aye

Roll Call

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

B. Approval of Intracompany Loan Between Magnolia Science Academy-8 to Magnolia Educational & Research Foundation

S. Budhreja, Chief Financial Officer, reported that this is related to the acquisition of the agenda item above for 412 W Carl Karcher Way. He added they will borrow money from Magnolia Science Academy (MSA) - 8 to MERF to support the acquisition. He noted the repayment provisions and will repay MSA-8 within one (1) year at a 4% interest rate to use the existing funds. Board Members questions were addressed by staff.

M. Muhammedov made a motion to approve the Resolution for Intra Company Loans between Magnolia Science Academy Bell & Magnolia Educational & Research Foundation (MERF).

D. Gonzalez seconded the motion.

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

Roll Call

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

C. Approval of Second Interim Reports for the 2024-25 Fiscal Year

S. Budhreja, Chief Financial Officer, reported that in December 2024 the Board was presented the first interim report. He went over the changes on the second interim report. He provided an overview of each school sites financial standing inclusive of the Home Office. Board Members questions were addressed by staff.

U. Yapanel made a motion to approve the Second Interim Reports for 2024-25 for all MSA schools and the Home Office.

M. Muhammedov seconded the motion.

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

Roll Call

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

D. Approval of the Provisions of the Memorandum of Understanding for Magnolia Science Academy-1, 2 and 3

B. Olivares, Chief Impact Officer, announced that this is part of the renewal process with the Los Angeles County Office of Education (LACOE) in which after Board approval and CEO & Superintendent signature, it would be submitted to LACOE. A. Zarnich, Director of Charter Petitions and Reporting, reported that most of updates on the MOU are mostly procedural. Board Members questions were addressed by staff.

D. Gonzalez made a motion to read, understand, and agree to the provisions of the Memorandum of Understanding (MOU) for each Magnolia Science Academy-1, ("MSA-1"), Magnolia Science Academy-2, ("MSA-2"), and Magnolia Science Academy-3 ("MSA-3").

U. Yapanel seconded the motion.

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

Roll Call

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

E. Approval of Memorandum of Agreement Between the County of Los Angeles and Magnolia Science Academy-3 for School-Sponsored Recreation

Z. Ocel, Principal at Magnolia Science Academy (MSA)- 3, reported that the MOA would help MSA-3 access the facilities at Victoria Park which is in close proximity to the school. He reported that they are experiencing issues with accessing the field at their school due to Prop 39 restrictions and the agreement would allow the school to utilize the facilities at Victoria Park as needed for their students CIF sports teams and training. He added that this was reviewed by Finance. Board Members questions were addressed by staff.

U. Yapanel made a motion to approve the Memorandum of Agreement between Magnolia Science Academy-3 and the County of Los Angeles for school-sponsored recreation.

S. Covarrubias seconded the motion.

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

Roll Call

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

F. Approval of Magnolia Public Schools Field Trips & Cultural Excursions Policy

M. Wittek, Director of Student Services, reported that as a request from the Board, a section was added that memorializes guidance for volunteers and chaperones. She went over the policy and added the documentation that all schools will receive which includes a checklist, field trip request form, permission slip for students, and waiver for adults who are not staff members. She added this will start next school year so they can train the

office and administration staff accordingly. Board Members questions were addressed by staff.

D. Gonzalez made a motion to approve Magnolia Public Schools (MPS) School Sponsored Field Trips and Cultural Excursions Policy effective August 1, 2025 and for staff to proceed with updating the 2025-26 MPS Student/Parent Handbook with that policy.

S. Covarrubias seconded the motion.

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

Roll Call

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

G. Approval of Magnolia Public Schools Title IX Policy

M. Wittek, Director of Student Services, reported that MPS would go back to the 2020 regulations on the Title IX policy based on federal changes. The last time this was brought to the Board was in October. She reported that in January 2025 there was a judicial ruling that invalidated the regulations from the previous presidential administrations scope of expanding Title IX protections. She went over those changes. Board Members questions were addressed by staff.

D. Gonzalez made a motion to approve the updated Magnolia Public Schools (MPS) Title IX Policy Prohibiting Discrimination on the Basis of Sex and for staff to proceed with updating Handbooks, School Safety Plans, and school websites to reflect the newly updated policy.

U. Yapanel seconded the motion.

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

Roll Call

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

H. Approval of Authorization for MPS Staff to Select a Design-Build Contractor for the Magnolia Science Academt-5 Project

This item was removed during the approval of agenda.

I. Approval of Agreement with Eide Bailey for Annual Audit Services for the 2024-25 Fiscal Year

S. Budhraj, Chief Financial Officer, reported that Eide Bailey supports MPS internal auditing processes. He reported that MPS is seeking to renew the agreement with them.

Board Members questions were addressed by staff. S. Budhrajia added that staff are evaluating fees but the agreement is only for 2024-25.

M. Muhammedov made a motion to approve the extension of agreement with Eide Bailey for the 2024-25 Fiscal Year.

U. Yapanel seconded the motion.

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

Roll Call

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

J. Approval of Bond and Notes Financing

E. Acar, Deputy Superintendent, reported that MPS was seeking to refinance existing debt for 2014 and 2017 bonds and to benefit financing for the Magnolia Science Academy (MSA)-5 project through grant anticipation notes. He reported on the progress so far with Stifel, staff, and financial advisor John Buck. The purpose would be to strengthen MPS financial position by reducing debt, supporting continued educational excellence and stability and enhance creditworthiness and financial flexibility for future funding opportunities. Board Members questions were addressed by staff.

M. Muhammedov made a motion to approve of bond financing, to refinance the outstanding Series 2014 and Series 2017 Bonds and refinance an existing acquisition loan, repayment of existing debt, and securing credit enhancement support for upcoming projects. Approval of note financing to provide bridge financing to continue the Magnolia Science Academy-5 construction project.

D. Gonzalez seconded the motion.

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

Roll Call

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

V. Information/Discussion Items

A. Data Presentation: MPS' Performance on the CA School Dashboard

D. Yilmaz, Chief Accountability Officer, went detailed each data piece for each state indicators on the 2024 CA School Dashboard. G. Serce, Chief Academic Officer, spoke about the programs and action steps the schools have taken. They went over how a performance color is determined and MPS's performance on English Language Arts, Math, Science, English Learners Progress, College/Career Indicator, Graduation Rates,

Chronic Absenteeism Rate, Suspension Rate with various data sets. Board Members questions were addressed by staff.

B. Enrollment Update and Year to Year Comparison (2025-26 compared to 2026-27)

B. Olivares, Chief Impact Officer, updated on the enrollment status so far. She acknowledged the Family Success Coordinators (FSC) for their enrollment work in recruitment and retention. She compared where the schools stood last year to this year and presented all school sites enrollment and completed registrations and total applications. Board Members questions were addressed by staff.

C. Magnolia Public Schools Electronic Devices/Cell Phone Use Policy

M. Wittek, Director of Student Services, reported on the development and adoption of electronic devices/cell phone policy which will be brought to the Board for adoption in June. . She added that MPS currently does have a cell phone procedure outlined in the Student/Parent Handbook, but will adopt this as a stand alone policy and include "electronic devices" as it only states cell phones. She went over the policy and provided an overview of the timeline which would include presenting this to school leaders and administrators.

D. Updates on Facilities Projects

P. Ontiveros, General Counsel & Director of Facilities, M. Sahin, Project Manager, and K. Jimenez, Assistant Project Manager, provided updates on various facilities projects across MPS including: Magnolia Science Academy (MSA)-1 gym building, bungalows, and alley closure/permit; MSA-2 16600 Vanowen Project; MSA-5 7111 Winnetka Ave. Project; MSA-7 Bank of America Building; MSA-Santa Ana shade structure and backyard; and MSA-San Diego Measure U Bond Charter Allocation. Board Members questions were addressed by staff.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:28 PM.

Respectfully Submitted,
M. Muhammedov

Coversheet

Approval of Minutes from MPS Special Board Meeting - March 27, 2025

Section:	I. Opening Items
Item:	H. Approval of Minutes from MPS Special Board Meeting - March 27, 2025
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Board Meeting on March 27, 2025

APPROVED



Magnolia Public Schools

Minutes

Special Board Meeting

Date and Time

Thursday March 27, 2025 at 5:00 PM

Location

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

Board Members:

Mr. Mekan Muhammedov, Chair

Ms. Sandra Covarrubias, Vice-Chair

Dr. Umit Yapanel

Dr. Salih Dikbas

Ms. Diane Gonzalez

Student Board Member:

Naim Bayraktar

CEO & Superintendent:

Mr. Alfredo Rubalcava

Directors Present

D. Gonzalez (remote), M. Muhammedov, U. Yapanel

Directors Absent

S. Covarrubias, S. Dikbas

Guests Present

J. Lara

I. Opening Items

A. Call the Meeting to Order

M. Muhammedov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Mar 27, 2025 at 5:18 PM.

B. Pledge of Allegiance

Board, staff and guests conducted the pledge of allegiance.

C. Record Attendance and Guests

Refer to attendance information recorded above.

D. Approval of Agenda

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

U. Yapanel seconded the motion.

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

Roll Call

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

E. Public Comments

No public comments were made at this time.

II. Closed Session

A. Public Announcement of Closed Session

M. Muhammedov, Board Chair, announced that the Board will be going into closed session to discuss conference with legal counsel and would report out on any actions taken.

B. Conference with Legal Counsel - Existing Litigation (§ 54956.9)

Item was discussed in Closed Session.

C. Report Out of Closed Session

M. Muhammedov announced in Open Session at 6:06pm that the Board took no action and directed staff for next steps.

III. Action Items

A. Approval of Design Build Vendor for the Magnolia Science Academy-5 Project and Approval of Contract With Such Vendor

P. Ontiveros, General Counsel & Director of Facilities, presented that the design build delivery method was the best course for the project for the Magnolia Science Academy (MSA)-5 project at 7111 Winnetka Ave. He discussed legal counsel advisement as to the specific steps staff would need to adhere to under law and Education Code. He went over the RFQ and RFP process. Representatives from Silver Creek Modular LLC introduced themselves and they and staff addressed Board Members questions.

D. Gonzalez made a motion to approve the selection of Silver Creek Modular LLC ("SCM") to provide design build services for Magnolia Science Academy (MSA)-5's project at 7111 Winnetka Ave in Winnetka (the "Project"), and further approve that MPS Staff be authorized to negotiate and sign a contract for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

M. Muhammedov seconded the motion.

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

Roll Call

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

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:26 PM.

Respectfully Submitted,
M. Muhammedov

Coversheet

Approval of 2025-26 School Calendars for All Magnolia Public Schools

Section:	II. Consent Items
Item:	A. Approval of 2025-26 School Calendars for All Magnolia Public Schools
Purpose:	Vote
Submitted by:	
Related Material:	II_A_2025-26 School Calendars.pdf



Agenda Item:	II A: Consent Item
Date:	April 10, 2025
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	David Yilmaz, Chief Accountability Officer
RE:	Approval of 2025-26 School Calendars for All Magnolia Public Schools

Action Proposed:

I move that the Board approve the 2025-26 School Calendars for all Magnolia Public Schools.

Purpose:

We need to share our 2025–26 school calendar with our educational partners and begin planning for the upcoming school year as early as possible.

Background:

Instructional Minute Compliance

According to the California Education Code, charter schools must offer a minimum of 175 instructional days each year and meet specific annual instructional minute requirements: 64,800 minutes for grades 9–12, 54,000 minutes for grades 4–8, 50,400 minutes for grades 1–3, and 36,000 minutes for kindergarten.

MPS has consistently met—and exceeded—these requirements. Our instructional minutes, particularly in grades K–8, are well above the state-mandated minimums. On a regular school day, MPS provides approximately 325 instructional minutes in elementary grades and up to 395 minutes in high school.

The table below outlines the total instructional minutes offered across our schools for the 2024–25 school year.



School	# of instructional days	# of minutes offered annually	Minimum # of minutes required	# of minutes above the requirement
Grades: 6-12				
MSA-1	180	65,416	64,800	616
MSA-2	180	65,350	64,800	550
MSA-3	180	65,208	64,800	408
MSA-4	180	65,223	64,800	423
MSA-5	180	65,269	64,800	469
MSA-Santa Ana	180	65,202	64,800	402
Grades: 6-8				
MSA-6	180	57,000	54,000	3,000
MSA-Bell	180	62,565	54,000	8,565
MSA-San Diego	180	61,350	54,000	7,350
Grades: TK-5 (based on 5 th gr. mins)				
MSA-7	180	54,580	54,000	580
MSA-Santa Ana Elem	180	54,335	54,000	335

Note: The table reflects *planned* instructional minutes. Due to an emergency closure on October 9–10, 2024, instructional minutes were reduced at MSA-1 through MSA-8. A J-13A waiver application was submitted for MSA-1, 2, 3, 4, 5, and 7. When designing bell schedules, MPS always builds in additional instructional minutes to account for potential emergency closures—typically planning for at least one emergency day per year.



Proposed 2025–26 School Calendars

After working closely with our school leaders, sharing calendar options, and gathering feedback from their staff, we are proposing the following school calendars for the upcoming school year.

2025-26 MPS ACADEMIC CALENDAR					
		LA	OC	SD	Holidays & Breaks
		MSA-1 thru 8	MSA-SA & OC	MSA-SD	Important Dates
JUL	Independence Day	7/4 (Fri)	7/4 (Fri)	7/4 (Fri)	
AUG	First Day of Instruction	8/14 (Thu)	8/11 (Mon)	8/11 (Mon)	
SEP	Labor Day	9/1 (Mon)	9/1 (Mon)	9/1 (Mon)	
OCT	Staff P.D. Day (Pupil Free Day)	10/24 (Fri)	10/24 (Fri)	10/13(off), 10/24(PD)	
NOV	Veterans Day	11/11 (Tue)	11/11 (Tue)	11/10-11/11	
NOV	Thanksgiving Break	11/24-11/28	11/24-11/28	11/24-11/28	
DEC	Last Day of First Semester	12/19 (Fri)	12/19 (Fri)	12/19 (Fri)	
DEC	Winter Break	12/22-1/9	12/22-1/9	12/22-1/2	
JAN	Staff P.D. Day (Pupil Free Day)	1/12 (Mon)	1/12 (Mon)	1/5 (Mon)	
JAN	First Day of Second Semester	1/13 (Tue)	1/13 (Tue)	1/6 (Tue)	
JAN	M. L. King Day	1/19 (Mon)	1/19 (Mon)	1/19 (Mon)	
FEB	Presidents' Day	2/16 (Mon)	2/13-2/16	2/13-2/16	
MAR	Staff P.D. Day (Pupil Free Day)	3/6 (Fri)	3/6 (Fri)	3/6(PD), 3/9(off)	
MAR	Cesar Chavez Day	3/27 (Fri)	3/27 (Fri)	3/27 (Fri)	
APR	Spring Break	3/30-4/3	4/6-4/10	3/30-4/3	
MAY	Memorial Day	5/25 (Mon)	5/25 (Mon)	5/25 (Mon)	
JUN	Last Day of Instruction	6/9 (Tue)	6/5 (Fri)	6/3 (Wed)	
JUN	Juneteenth	6/19 (Fri)	6/19 (Fri)	6/19 (Fri)	
# of Instructional Days:		180	180	180	
# of Staff P.D. (Pupil Free) Days:		3	3	3	



Analysis:

MSA-1 through 8

MSA-1 through 8 will closely follow the LAUSD calendar in terms of start and end dates, holidays, and breaks—with a few key differences. Our schools will end the year **one day earlier** than LAUSD and will include three MPS-wide professional development (PD) days: one in the fall (October 24), one in the winter (January 12), and one in the spring (March 6).

Unlike MPS, the LAUSD calendar includes Admission Day (August 29) as a holiday and three additional unassigned days (September 23, October 2, and April 24).

The table below compares the school breaks and no-student days between LAUSD and MSA-1 through 8:

Calendar Item	LAUSD	MSA-1 through 8
First Day of Instruction	August 14	Same as LAUSD
Winter Break	3 weeks (Dec 22 – Jan 9)	Same as LAUSD
Spring Break	1 week (March 30 – April 3)	Same as LAUSD
Last Day of Instruction	June 10	June 9
Other No-Student Days:	Aug 29, Sept 23, Oct 2, Mar 27, Apr 24	Oct 24, Jan 12, Mar 6 (MPS-wide PD days) and Mar 27
Number of Instructional Days	180	180

MSA-San Diego

MSA-San Diego will closely align with the SDUSD calendar in terms of start and end dates, holidays, and breaks—with a few key differences. Our school will end the year **four instructional days later** than SDUSD and will include three MPS-wide professional development (PD) days: one in the fall (October 24), one in the winter (January 5), and one in the spring (March 6).

Like SDUSD, MSA-San Diego will observe unassigned days on October 13, November 10, and March 9. In addition, MSA-San Diego will observe César Chávez Day on March 27, which is not included in the SDUSD calendar.

The table below compares the school breaks and no-student days between SDUSD and MSA-San Diego:



Calendar Item	SDUSD	MSA-San Diego
First Day of Instruction	August 11	Same as SDUSD
Winter Break	2 weeks (Dec 22 – Jan 2)	Same as SDUSD
Spring Break	1 week (March 30 – April 3)	Same as SDUSD
Last Day of Instruction	May 28	June 3
Other No-Student Days:	Oct 13, Nov 10, Mar 9	Oct 13, Nov 10, Mar 9, Mar 27, plus PD days: Oct 24, Jan 5, Mar 6
Number of Instructional Days	180	180

MSA-Santa Ana

MSA-Santa Ana will closely align with the SAUSD calendar in terms of start and end dates, holidays, and breaks—with a few key differences. Our school will end the year **six instructional days later** than SAUSD, primarily due to a longer winter break. MSA-Santa Ana will also include three MPS-wide professional development (PD) days: one in the fall (October 24), one in the winter (January 12), and one in the spring (March 6).

The table below compares the school breaks and no-student days between SAUSD and MSA-Santa Ana:

Calendar Item	SAUSD	MSA-Santa Ana
First Day of Instruction	August 11	Same as SAUSD
Winter Break	2 weeks (Dec 22 – Jan 2)	3 weeks (Dec 22 – Jan 9)
Spring Break	1 week (April 6 – April 10)	Same as SAUSD
Last Day of Instruction	May 28	June 5
Other No-Student Days:	Oct 31, Nov 17, Dec 19, Feb 20, Mar 6, Mar 27	Mar 27, plus PD days: Oct 24, Jan 12, Mar 6
Number of Instructional Days	180	180



MSA-Orange County

We face a unique challenge when developing the school calendar for MSA–Orange County (MSA–OC). As a countywide-benefit charter school approved to operate four sites under a single LEA, MSA–OC must consider multiple communities. The first two sites proposed to open are located within the boundaries of Anaheim and Placentia–Yorba Linda: **MSA–OC–A** and **MSA–OC–PYL**.

The districts we would typically use for calendar comparison include Anaheim Elementary School District (AESD), Anaheim Union High School District (AUHSD), and Placentia–Yorba Linda Unified School District (PYLUSD). These districts vary in terms of start/end dates and holiday breaks—and their calendars also differ from our sister school, MSA–Santa Ana.

Given these variations, and the added complexity that different calendars would create under the same LEA (especially for reporting attendance and compliance data), we held discussions with both school and Home Office staff to evaluate whether to adopt a unified calendar or create site-specific ones.

Unified Calendar (Same Calendar for All Sites)

Pros of a Unified Calendar

- **Simplified Operations:** Streamlines systemwide planning for assessments, reporting, staffing, and coordination across sites.
- **Improved Reporting Accuracy:** A single calendar reduces the complexity of state reporting—especially for attendance—and significantly lowers the risk of errors. Managing multiple calendar tracks across sites would complicate reporting processes, as attendance data must be disaggregated by resident district. Having separate calendars per site would make this process far more cumbersome and prone to mistakes.
- **Staff Consistency:** Easier to coordinate professional development, payroll, HR processes, and scheduling across all MSA–OC sites.
- **Clearer Communication:** A unified calendar makes it easier to communicate with staff, families, and external partners.

Cons of a Unified Calendar



- **Misalignment with Local Districts:** Students may miss out on district-based services such as transportation, extracurricular activities, or community events that follow their local calendars.
- **Family Scheduling Conflicts:** Families with children in both MSA and local district schools may experience scheduling challenges.
- **Less Site-Level Flexibility:** A shared calendar may not fully reflect the unique needs or schedules of each site community.

Staff Recommendation:

We recommend adopting a **unified calendar** for all MSA–OC sites, following the existing calendar used by **MSA–Santa Ana**.

Since we are required to report as one LEA (e.g., for attendance, CALPADS, and other state metrics), maintaining multiple calendars would significantly complicate reporting and could compromise data accuracy.

Aligning MSA–OC with the MSA–Santa Ana calendar will promote consistency across our Orange County schools and streamline operations and communication.

We believe any misalignment with local district calendars can be addressed through clear and proactive communication with families. As a first step, we recommend piloting this unified calendar in the first year and evaluating its effectiveness before making a long-term decision.

The table below compares the school breaks and no-student days across AESD / AUHSD, PYLUSD, and MSA-Orange County:

Calendar Item	AESD / AUHSD	PYLUSD	MSA-Orange County
First Day of Instruction	August 6	August 26	August 11
Winter Break	AESD: 3 weeks (Dec 22 – Jan 9) AUHSD: 2 weeks (Dec 22 – Jan 2)	2 weeks (Dec 22 – Jan 2)	3 weeks (Dec 22 – Jan 9)
Spring Break	March 23 – March	1 week (April 6 –	1 week (April 6 –



	27	April 10)	April 10)
Last Day of Instruction	AESD: June 5 AUHSD: May 21	June 11	June 5
Other No-Student Days:	AESD: Sep 18-19, Oct 6, Feb 9, Apr 3, Apr 6, May 15 AUHSD: Feb 9	Aug 29, Nov 21, Dec 19	Mar 27, plus PD days: Oct 24, Jan 12, Mar 6
Number of Instructional Days	180	180	180

Impact:

We developed the 2025–26 school calendars in close collaboration with school leadership teams, who actively sought input from their educational partners. In finalizing the calendars, we carefully reviewed those of LAUSD, SDUSD, SAUSD, AESD/AUHSD, and PYLUSD to ensure alignment where possible. This approach helps support family scheduling and reduces the risk of decreased Average Daily Attendance (ADA).

For professional development, MPS will continue its practice of hosting summer PD for school leaders and teachers, along with three dedicated PD days during the school year.

Next Steps

Following Board approval of the school calendars, each school will begin finalizing additional site-specific dates, including orientation, back-to-school night, parent conferences, lottery dates, and more.

To support this, the MPS Home Office has developed a master calendar outlining all key dates. Some of these dates are flexible and determined at the site level, while others are fixed MPS-wide. For example:

- **MPS-wide dates:** Summer PD, progress report deadlines, MAP testing windows, etc.
- **Site-specific (within designated windows):** Back-to-school night, lottery dates, etc.

In addition, school sites will finalize their bell schedules and complete the **2025–26 Instructional Minutes Calculation** form to ensure compliance with annual instructional minute



requirements. These forms must be reviewed and signed by school leadership, then submitted to the Chief Accountability Officer and Chief Academic Officer for compliance, audit readiness, and preparation for the new school year.

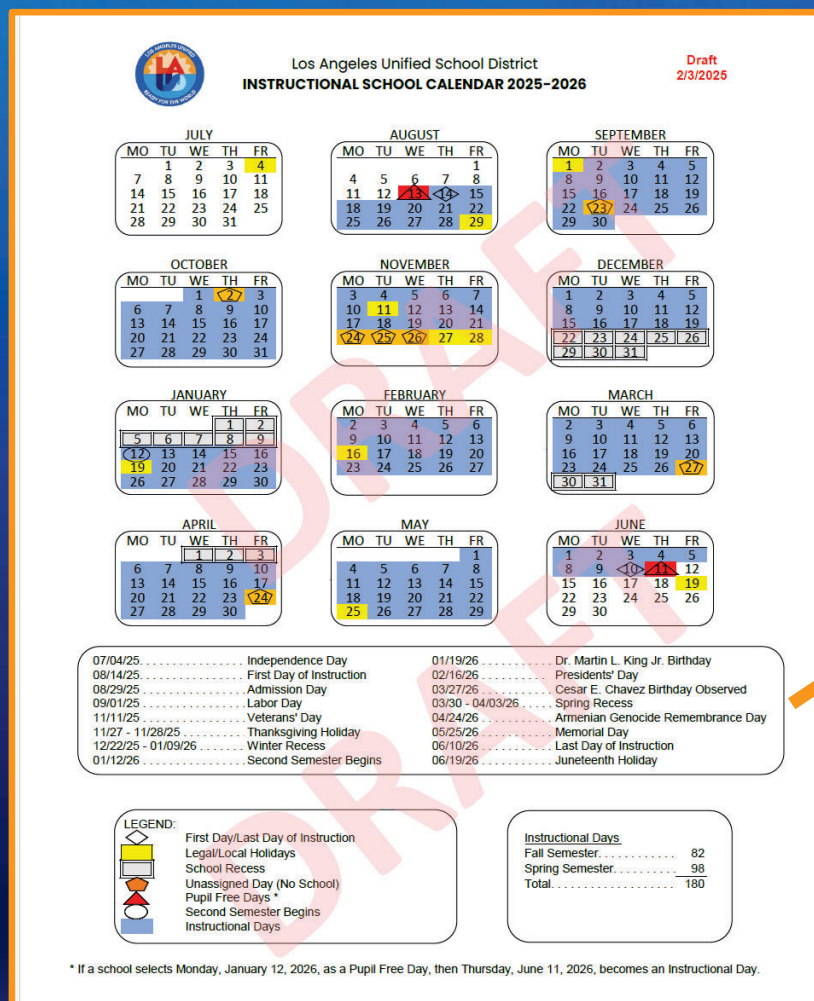
If any changes are needed to a school's schedule after the form has been submitted, the approval process must be repeated to ensure continued compliance.

Exhibits:

1. 2025-26 MPS Academic Calendar
2. 2025-26 LAUSD Calendar
3. 2025-26 SDUSD Calendar
4. 2025-26 SAUSD Calendar
5. 2025-26 AESD Calendar
6. 2025-26 AUHSD Calendar
7. 2025-26 PYLUSD Calendar

2025-26 MPS ACADEMIC CALENDAR					
		LA	OC	SD	Holidays & Breaks
		<u>MSA-1 thru 8</u>	<u>MSA-SA & OC</u>	<u>MSA-SD</u>	Important Dates
JUL	Independence Day	7/4 (Fri)	7/4 (Fri)	7/4 (Fri)	
AUG	First Day of Instruction	8/14 (Thu)	8/11 (Mon)	8/11 (Mon)	
SEP	Labor Day	9/1 (Mon)	9/1 (Mon)	9/1 (Mon)	
OCT	Staff P.D. Day (Pupil Free Day)	10/24 (Fri)	10/24 (Fri)	10/13(off),10/24(PD)	
NOV	Veterans Day	11/11 (Tue)	11/11 (Tue)	11/10-11/11	
NOV	Thanksgiving Break	11/24-11/28	11/24-11/28	11/24-11/28	
DEC	Last Day of First Semester	12/19 (Fri)	12/19 (Fri)	12/19 (Fri)	
DEC	Winter Break	12/22-1/9	12/22-1/9	12/22-1/2	
JAN	Staff P.D. Day (Pupil Free Day)	1/12 (Mon)	1/12 (Mon)	1/5 (Mon)	
JAN	First Day of Second Semester	1/13 (Tue)	1/13 (Tue)	1/6 (Tue)	
JAN	M. L. King Day	1/19 (Mon)	1/19 (Mon)	1/19 (Mon)	
FEB	Presidents' Day	2/16 (Mon)	2/13-2/16	2/13-2/16	
MAR	Staff P.D. Day (Pupil Free Day)	3/6 (Fri)	3/6 (Fri)	3/6(PD),3/9(off)	
MAR	Cesar Chavez Day	3/27 (Fri)	3/27 (Fri)	3/27 (Fri)	
APR	Spring Break	3/30-4/3	4/6-4/10	3/30-4/3	
MAY	Memorial Day	5/25 (Mon)	5/25 (Mon)	5/25 (Mon)	
JUN	Last Day of Instruction	6/9 (Tue)	6/5 (Fri)	6/3 (Wed)	
JUN	Juneteenth	6/19 (Fri)	6/19 (Fri)	6/19 (Fri)	
	# of Instructional Days:	180	180	180	
	# of Staff P.D. (Pupil Free) Days:	3	3	3	

Draft 2025-26 Instructional Calendar



07/04/25	Independence Day	01/19/26	Dr. Martin L. King Jr. Birthday
08/14/25	First Day of Instruction	02/16/26	Presidents' Day
08/29/25	Admission Day	03/27/26	Cesar E. Chavez Birthday Observed
09/01/25	Labor Day	03/30 - 04/03/26	Spring Recess
11/11/25	Veterans' Day	04/24/26	Armenian Genocide Remembrance Day
11/27 - 11/28/25	Thanksgiving Holiday	05/25/26	Memorial Day
12/22/25 - 01/09/26	Winter Recess	06/10/26	Last Day of Instruction
01/12/26	Second Semester Begins	06/19/26	Juneteenth Holiday

LEGEND:

- First Day/Last Day of Instruction
- Legal/Local Holidays
- School Recess
- Unassigned Day (No School)
- Pupil Free Days *
- Second Semester Begins
- Instructional Days

Instructional Days	
Fall Semester	82
Spring Semester	98
Total	180

SAN DIEGO UNIFIED SCHOOL DISTRICT

2025-26 Academic Calendar

FINAL

ADOPTED BY THE BOARD OF EDUCATION 04-30-24)

	M	T	W	Th	F		M	T	W	Th	F		M	T	W	Th	F		M	T	W	Th	F		M	T	W	Th	F		TOTALS
JULY		1	2	3	4 H		7	8	9	10	11		14	15	16	17	18		21	22	23	24	25		28	29	30	31		Jul	0
AUGUST					1		4	5	6	7	8		11 F	12	13	14	15		18	19	20	21	22		25	26	27	28	29	Aug	15
SEPTEMBER	1 H	2	3	4	5		8	9	10	11	12		15	16	17	18	19		22	23	24	25	26		29	30				Sep	21
OCTOBER			1	2	3		6	7	8	9	10		13 NI	14	15	16	17		20	21	22	23	24		27	28	29	30	31	Oct	22
NOVEMBER	3	4	5	6	7		10 NI	11 H	12	13	14		17	18	19	20	21		24 NI	25 NI	26 NI	27 H	28 H							Nov	13
DECEMBER	1	2	3	4	5		8	9	10	11	12		15	16	17	18	19		22 NI	23 NI	24 H	25 H	26 NI		29 NI	30 NI	31 H			Dec	15
JANUARY				1 H	2 NI		5	6	7	8	9		12	13	14	15	16		19 H	20	21	22	23		26	27	28	29	30	Jan	19
FEBRUARY	2	3	4	5	6		9	10	11	12	13 H		16 H	17	18	19	20		23	24	25	26	27							Feb	18
MARCH	2	3	4	5	6		9 NI	10	11	12	13		16	17	18	19	20		23	24	25	26	27		30 NI	31 NI				Mar	19
APRIL			1 NI	2 NI	3 NI		6	7	8	9	10		13	14	15	16	17		20	21	22	23	24		27	28	29	30		Apr	19
MAY					1		4	5	6	7	8		11	12	13	14	15		18	19	20	21	22		25 H	26	27	28 L	29	May	19
JUNE	1	2	3	4	5		8	9	10	11	12		15	16	17	18	19 H		22	23	24	25	26		29	30				Jun	0
H (Holiday)																														Total	180

F/L (First/Last Day of School)

N/I (Non-Instructional Day: No School)

Instruction Day

July 2025					August 2025					September 2025					October 2025				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
	1	2	3	4					1	1	2	3	4	5			1	2	3
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24
28	29	30	31		25	26	27	28	29	29	30				27	28	29	30	31
4	Holiday					Duty Day - PD Days 8/6 - 8/7				1	Holiday					Duty Day/Student Free Day/Parent Conferences (IS) 10/6; Duty Day/Student Free Day (OP) 10/10; (TK-12) 10/31			
					8	Duty Day/Student Free Day				4	Back to School Night (IS) 9/4					End of Quarter (OP): 43 days			
					11	First Day of Instruction				19	Progress Reports: 6 Weeks TK-12				9	End of Trimester (ES): 58 Days; Progress Report: 12 Weeks (HS)/(IS)			
						Back to School Night (ES) 8/21; (HS)/(OP) 8/28					Modified Day (IS) 9/5				30	Modified Day (OP) 10/7-9			
						Modified Day (ES) 8/22; (HS)/(OP) 8/29													
Instructional Days 0					Instructional Days 15					Instructional Days 21					Instructional Days (IS) 21; (ES)/(HS) 22				
November 2025					December 2025					January 2026					February 2026				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7	1	2	3	4	5				1	2	2	3	4	5	6
10	11	12	13	14	8	9	10	11	12	5	6	7	8	9	9	10	11	12	13
17	18	19	20	21	15	16	17	18	19	12	13	14	15	16	16	17	18	19	20
24	25	26	27	28	22	23	24	25	26	19	20	21	22	23	23	24	25	26	27
					29	30	30	31		26	27	28	29	30					
17	Duty Day/Student Free Day (ES) 11/17				18	End of Semester (HS): 86 days/End of Quarter (OP): 43 days				5	First Day of Spring Instruction					Holiday			
	Holiday				19	Duty Day/Student Free Day (HS)/(OP)					Holiday				19	Progress Reports: 6 Weeks (IS)/(HS)			
	Modified Day/Parent Conferences (ES) 11/17 - 11/21					End of Semester (IS): 87 Days/Modified Day (ES)/(IS)					Modified Day					End of Trimester (ES): 59 Days			
	Non-Instruction - Thanksgiving Recess				25	Progress Reports: 6 Weeks (ES)					Non-Instruction - Winter Break				20	Duty Day/Student Free Day: TK-12/Modified Day (OP)			
						Modified Day (HS)/(OP) 12/16 - 12/18; (IS) 12/17 - 12/19										Modified Day			
						Non-Instruction - Winter Break													
Instructional Days (ES) 12; (IS)/(HS)/(OP) 14					Instructional Days (HS)/(OP) 14; (ES)/(IS) 15					Instructional Days 19					Instructional Days (OP) 18; (ES)/(IS)/(HS) 17				
March 2026					April 2026					May 2026					June 2026				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6			1	2	3					1	1	2	3	4	5
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
30	31				27	28	29	30		25	26	27	28	29	29	30			
5	End of Quarter (OP): 41 days				2	Open House (HS)/(OP) 4/2				25	Holiday				19	Holiday			
6	Duty Day/Student Free Day (OP) 3/6				3	Progress Reports: 6 Weeks TK-12				28	Last Day of Instruction/End of Semester (IS)/(HS): 94 Days/ End of Trimester (ES): 58 Days/Modified Day TK-12								
	Open House (IS) 3/19; (ES) 3/26					Modified Day (HS)/(OP) 4/3				29	Duty Day/Student Free Day								
	Modified Day/Parent Conferences (ES) 3/9 - 3/13					Non-Instruction - Spring Recess					Modified Day (IS)/(HS)/(OP) 5/26; TK-12 5/27 & 5/28								
	Modified Day (ES) 3/20; (IS) 3/27; (OP) 3/3 - 3/5																		
Instructional Days (OP) 21; (ES)/(IS)/(HS) 22					Instructional Days 17					Instructional Days 19					Instructional Days 0				

IMPORTANT INFORMATION		DAYS OF INSTRUCTION		DUTY DAYS	
1. First Day of Service: August 6, 2025		1. Students attend school 180 days		Teacher Duty Days: 187 (5 Student Free Duty Days + 2 PD Days)	
2. First Day of Instruction: August 11, 2025		2. Parent Conferences Elementary School (ES) November 17-21, 2025		TK-12 Not (OP): November 7, 2025 & February 20, 2026	
3. Last Day of Service: May 29, 2026		Elementary School (ES) March 9-13, 2026		Elementary: November 17, 2025 Intermediate: October 6, 2025	
Modified Day (Wed. for IS/ES/Lorin Griset/Chavez)		Intermediate School (IS) October 6, 2025		(HS) and (OP): December 19, 2025 Ed Options: October 10, 2025 & March 6, 2026	

Legend: (ES) Elementary School; (IS) Intermediate School; (HS) High School; (OP) Educational Options

Board Approved: January 23, 2024

2025-2026 School Year Student Calendar

Calendario del Año Escolar 2025-2026 Para Estudiantes

ANAHEIM ELEMENTARY SCHOOL DISTRICT • Distrito de Escuelas Primarias de Anaheim
1001 South East Street • Anaheim, CA 92805 • (714) 517-7500



JULY 2025					AUGUST					SEPTEMBER					OCTOBER					LEGEND	
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	LEYENDA	
				H						H		I					I			White = Non School Day	
	1	2	3	4					1	1	2	3	4	5			1	2	3	Blanco = Vacaciones	
							I					I					I			First Day of School Primer Día de Escuela	
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10		
							I					M	C	C			M			H Holiday Office closed to public Feriado Oficina Cerrada al Público	
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17		
							B					I					I			I (Shortened Day) Instructional Planning Planificación de Instrucción (Día acortado)	
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24		
							M										I		*	B Minimum Day Back to School Night Día Mínimo Noche de Regreso a la Escuela	
28	29	30	31		25	26	27	28	29	29	30				27	28	29	30	31		
NOVEMBER					DECEMBER					JANUARY 2026					FEBRUARY					M Minimum Day Día Mínimo	
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F		
							I							H			I			O Minimum Day Open House Día Mínimo Escuela Abierta para Todos ----- Harbor Ball South 5/21/26 - Open House 5/14/26 - Regular Day	
3	4	5	6	7	1	2	3	4	5					1	2	2	3	4	5		6
	H	I					I			5	6	7	8	9			H			* Trimester Ends Fin de Trimestre	
10	11	12	13	14	8	9	10	11	12	12	13	14	15	16	9	10	11	12	13		
		I					I		M			I					I			C Conference Day Non School Day Día de Conferencias No Hay Clases	
17	18	19	20	21	15	16	17	18	19			12	13	14	15	16	17	18	19		20
			H	H			H	H		H		I					I		*	REPORT CARDS SENT HOME: Reporte de Calificación Enviadas a Casa Trimester 1: November 3, 2025 Trimester 2: March 2, 2026 Trimester 3: June 5, 2026	
24	25	26	27	28	22	23	24	25	26	19	20	21	22	23	23	24	25	26	27		
							H					I									
					29	30	31			26	27	28	29	30							
MARCH					APRIL					MAY					JUNE						
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F		
		I					I		H								I		M*		
2	3	4	5	6			1	2	3					1	1	2	3	4	5		
		I					I			4	5	6	7	8							
9	10	11	12	13	6	7	8	9	10			I	O						H		
		I		M			I			11	12	13	14	15							
16	17	18	19	20	13	14	15	16	17			M			15	16	17	18	19		
							M			18	19	20	21	22							
23	24	25	26	27	20	21	22	23	24			I			22	23	24	25	26		
							I			25	26	27	28	29							
30	31				27	28	29	30							29	30					

BACK TO SCHOOL NIGHT:

■ = GROUP 1 Schools:

Barton, Franklin, Guinn, Lincoln, Loara, Madison, Marshall, Olive Street, Orange Grove, Ponderosa, Westmont, Key

● = GROUP 2 Schools:

Edison, Jefferson, Gauer, Henry, Juarez, Mann, Price, Revere, Roosevelt, Ross, Stoddard, Sun Kist, Harbor Ball South

Anaheim Union High School District

2025-2026

Student/Teacher Calendar

July 2025					November 2025					March 2026				
	1	2	3	4*						2	3	4	5	6
7	8	9	10	11	3	4	5	6	7	9	10	11	12	13<
14	15	16	17	18	10++	11*	12	13	14	16	17	18	19	20
21	22	23	24	25	17	18	19	20	21	23	24	25	26	27*
28	29	30	31		24	25	26	27*	28*	30	31			
August 2025					December 2025					April 2026				
				1	1	2	3	4	5			1	2	3
4++	5+	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15	16	17	18#	19<	13	14	15	16	17
18	19	20	21	22	22	23	24*	25*	26	20	21	22	23	24
25	26	27	28	29	29	30	31*			27	28	29	30	
September 2025					January 2026					May 2026				
1*	2	3	4	5				1*	2					1
8	9	10	11	12	5	6	7	8	9	4	5	6	7	8
15	16	17	18	19	12	13	14	15	16	11	12	13	14	15
22	23	24	25	26	19*	20	21	22	23	18	19	20#	21<	22+
29	30				26	27	28	29	30++	25*	26	27	28	29
October 2025					February 2026					June 2026				
		1	2	3						1	2	3	4	5
6	7	8	9	10<	2	3	4	5	6	8	9	10	11	12
13	14	15	16	17	9*	10	11	12	13	15	16	17	18	19*
20	21	22	23	24	16*	17	18	19	20	22	23	24	25	26
27	28	29	30	31	23	24	25	26	27	29	30			



School Begins

Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

—

Underlined Days (May 26-June 1) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates			
1	47	Aug	6	--	Oct 10
2	43	Oct	13	--	Dec 19
3	46	Jan	5	--	Mar 13
4	44	Mar	16	--	May 21

180 Student Days

185 Teacher Days

Progress Reports Due Fridays

10:00 a.m. at the site on:

September 12, 2025

November 7, 2025

February 6, 2026

April 17, 2026

Grades Due Fridays

10:00 a.m. at the site on:

October 17, 2025

January 9, 2026

March 20, 2026

May 22, 2026

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**2025-2026 STUDENT CALENDAR
OPENING/CLOSING OF SCHOOLS**

First Day of School (Transitional Kinder-12).....	Tuesday, August 26, 2025
Last Day of School (Preschool only)	Wednesday, June 10, 2026
Last Day of School (Transitional Kinder-12 Minimum Day)	Thursday, June 11, 2026

NON-STUDENT/SCHOOL HOLIDAY SCHEDULE

Non-Student Day	Friday, August 29, 2025
Labor Day.....	Monday, September 1, 2025
Veterans' Day.....	Tuesday, November 11, 2025
Parent Conference (Elementary Students Only).....	Friday, November 21, 2025
Thanksgiving Recess (5 days).....	Monday, November 24 - Friday, November 28, 2025
Middle/High School End of Semester Grading Day (Secondary Students Only).....	Friday, December 19, 2025
Winter Recess (10 days).....	Monday, December 22 – Friday, January 2, 2026
Martin Luther King Jr. Day	Monday, January 19, 2026
Lincoln's Birthday.....	Monday, February 9, 2026
Presidents' Holiday (Washington's Birthday).....	Monday, February 16, 2026
Spring Recess (5 days).....	Monday, April 6 – Friday, April 10, 2026
Memorial Day.....	Monday, May 25, 2026

MINIMUM DAYS

Middle School Grading Day.....	Friday, October 17, 2025
Elementary School Grading Day.....	Friday, November 7, 2025
Parent Conference (Elementary Only).....	Wednesday & Thursday, November 19 & 20, 2025
Semester Finals (High School Only).....	Wednesday & Thursday, December 17 & 18, 2025
Elementary Grading Day.....	Friday, March 6, 2026
Middle School Grading Day.....	Friday, March 20, 2026
Elementary Grading Day.....	Friday, June 5, 2026
Semester Finals (Secondary Only).....	Wednesday & Thursday, June 10 & 11, 2026

GRADING PERIOD

End of First Quarter.....	Friday, October 17, 2025
End of First Trimester.....	Friday, November 7, 2025
End of Second Quarter (1 st Semester).....	Friday, December 19, 2025
End of Second Trimester.....	Friday, March 6, 2026
End of Third Quarter.....	Friday, March 20, 2026
End of Fourth Quarter/Third Trimester (2 nd Semester)	Thursday, June 11, 2026

Coversheet

Enrollment Update 2025-26

Section:	IV. Information/Discussion Items
Item:	A. Enrollment Update 2025-26
Purpose:	Discuss
Submitted by:	
Related Material:	IV_A_Enrollment Update.pdf



Agenda Item:	IV A: Information/Discussion Item
Date:	April 10, 2025
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “ Board ”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Dr. Brenda D. Olivares, Chief Impact Officer Lydiett Woods, Director of School Office Data & Accountability
RE:	Enrollment Update and Year-to-Year Comparison (2024-25 Compared to 2025-26)

Action Proposed:

No action is needed. This item continues enrollment progress updates across all Magnolia Public School sites. The information from this presentation will inform the Magnolia Public School board about the on-target measures for projected enrollment for the upcoming 2025-2026 school year compared to where we were this time last year during the enrollment season.

Purpose:

Magnolia continues to establish systems related to enrollment priorities of recruitment and retention as they align with the enrollment timeline for families, reflecting critical deadlines such as the open enrollment window that closed the last Friday before Thanksgiving Break, November 22, 2024. Our projected enrollment for the upcoming school year is 3969 for the 10 schools in our current network. Looking at positive data trends with enrollment, we increased projected enrollment by 39 students across the network of schools.

Background:

This school year, we implemented strategies to target enrollment recruitment and retention efforts across our network of schools, including hiring a specific team member on-site to focus on improving the enrollment process from lead to verified enrollment and success for the student experience throughout their first year with Magnolia. The new position is titled Family Success Coordinator (FSC). We developed a cadence of communication and training with FSCs to align practices, gather feedback, and pivot practices as needed to maximize impact. We also work with the Charter School Growth Fund partners to support a deep dive into enrollment and attrition analysis to understand the winter and summer melt, create a plan of action grounded in quantitative and qualitative data to understand family decision-making better, and adjust recruitment and retention strategies

Analysis:

Below you will find the enrollment update and year-to-year comparison (2024-25 vs 2025-2026) as of this month's updates. We are starting to see the strategies for enrollment practices stated above begin to show promise. In the chart below we see the greatest growth in moving up the open enrollment window has allowed for enrollment to be offered sooner and with the leadership of the FSCs families can complete the application process more smoothly with a specific point person available to help them move their child's application through the enrollment pipeline with more ease. This results in a higher level of



completed registrations before the end of the school year and also recruitment strategies focused on the information we are getting from new families on how they heard of our schools and enrolled. We are also seeing more applications in the enrollment pipeline.

Recently, we launched the Magnolia Commitment campaign to gauge the Intent to Return forms collected in the Spring align with families responding for their family's commitment to return in the upcoming school year. This allows for proactive communication and clarity before the summer season.

MPS	2024-2025		2025-2026	
	April 10, 2024		April 8, 2025	
	Completed Registrations	Total Applications	Completed Registrations	Total Applications
Magnolia Science Academy 1	87	146	74	131
Magnolia Science Academy 2	84	153	54	88
Magnolia Science Academy 3	59	100	42	127
Magnolia Science Academy 4	25	52	14	54
Magnolia Science Academy 5	26	27	24	45
Magnolia Science Academy 6	30	47	43	61
Magnolia Science Academy 7	37	58	48	82
Magnolia Science Academy Bell	71	84	96	107
Magnolia Science Academy San Diego	161	223	172	230
Magnolia Science Academy Santa Ana	36	74	55	92
Total	616	964	622	1017

MPS	2025-2026
	April 8, 2025
	Projected Enrollment
Magnolia Science Academy OC Placentia-Yorba Linda	110
Magnolia Science Academy OC Anaheim	210
Total	330



March 13, 2025, Board Report

MPS	2024-2025		2025-2026	
	March 4, 2024		March 5, 2025	
	Completed Registrations	Total Applications	Completed Registrations	Total Applications
Magnolia Science Academy 1	37	114	63	121
Magnolia Science Academy 2	68	135	29	80
Magnolia Science Academy 3	4	79	2	68
Magnolia Science Academy 4	3	43	6	33
Magnolia Science Academy 5	17	35	9	45
Magnolia Science Academy 6	7	49	34	46
Magnolia Science Academy 7	24	41	41	56
Magnolia Science Academy Bell	45	61	72	85
Magnolia Science Academy San Diego	103	180	149	222
Magnolia Science Academy Santa Ana	10	66	33	59
Magnolia Science Academy Orange County	N/A	N/A	Data Coming Soon	Data Coming Soon
Total	318	803	438	815

Impact:

The benefit for all MPS schools is to identify targeted enrollment projections and plan retention, recruitment, and engagement strategies accordingly to reach targets for enrollment. We see there are some highly promising enrollment numbers for the upcoming school year, and we also see we must adjust focus at specific school sites.

Coversheet

Reimagining Compensation at Magnolia: Progress and Next Steps

Section:	IV. Information/Discussion Items
Item:	B. Reimagining Compensation at Magnolia: Progress and Next Steps
Purpose:	Discuss
Submitted by:	
Related Material:	IV_B_Reimagining Compensation at Magnolia.pdf



Agenda Item:	IV B: Information/Discussion Item
Date:	April 10, 2025
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
RE:	Reimagining Compensation at Magnolia: Progress and Next Steps

Action Proposed:

This is an information item. No action is needed.

Background:

Since October 2024, Magnolia Public Schools has been in active partnership with EdFuel to co-create a competitive, equitable, and sustainable compensation system. This work is deeply rooted in collaboration with leadership, staff, and stakeholders at all levels, reflecting our commitment to transparency and inclusivity.

Analysis:

Progress and Major Milestones to Date:

1. **Project Launch and Planning:**
 - a. Launched with clear goals focused on equity, financial sustainability, and positioning Magnolia as an employer of choice.
2. **Job Analysis and Leveling:**
 - a. Completed job responsibilities assessments across all instructional and non-instructional roles.
 - b. Leveling will be completed for eleven (11) school-based positions.
3. **Stakeholder Engagement:**



- a. Hosted multiple surveys and focus groups, gathering input from over 300 staff members with representation from all campuses and the home office.
4. Benchmarking and Equity Audit:
 - a. Currently underway to compare our compensation practices to the local market and ensure internal equity.
5. Key Feedback Themes from Staff Engagement:
 - a. The strongest desire for an increased, competitive, and clear base salary that grows with experience.
 - b. A need for greater clarity and fairness in stipend structures and compensation for additional responsibilities.
 - c. The importance of transparency and understanding around compensation decisions and career pathways.
 - d. High value placed on recognition for service, additional responsibilities, and opportunities for career growth.
6. What We Are Elevating:
 - a. This work is not happening in isolation; it is a true co-creation with leadership and staff voices at the center. Every survey response, focus group conversation, and working group is shaping our emerging compensation philosophy and system design. Staff perspectives are actively informing the values we hold for this process: competitiveness, equity, recognition of experience, and clarity.
7. Key Dates:
 - a. Completion of project by end of school year 24-25
 - b. Roll-out compensation system and policies to staff school year 25-26
 - c. Effective date of new compensation structure for school year 26-27

As we move forward into the next phases of working groups and system design, Magnolia remains committed to keeping all voices engaged, ensuring that the final compensation system reflects our shared vision and values as an organization.

Exhibits:

[Reimagining Compensation at Magnolia: Progress and Next Steps](#)



Reimagining Compensation at Magnolia: Progress and Next Steps

Board Meeting - April 10, 2025

Agenda

- **Deliverables & Timeline of Project**
- **Compensation & Benefits Perspectives Survey**
- **Focus Group Data Overview**
- **Closing Thoughts and Next Steps**



EdFuel's Experience

The mission of EdFuel is to empower education organizations to recruit and retain diverse and high quality staff through comprehensives and equitable talent management systems.

EdFuel aims to help organizations develop compensation systems that consider the perspectives of all staff.

EdFuel Compensation Project Highlights

- ✓ Facilitated the National Charter School Compensation & Benefits Study for 120+ charter networks/schools
- ✓ Redesigned compensation systems for charter schools of all sizes from single-site schools to networks with 15+ campuses
- ✓ Prioritize stakeholder engagement and equity as a part of compensation system design process



Our Approach to Stakeholder Engagement



- Multiple touch-points of engagement throughout each design phase
- Methods typically include surveys, focus groups in the early phases of design
- Stakeholder perspective is reflected (but does not solely drive) the final design.



- Invite stakeholders (i.e., teachers, network staff) into working groups alongside those traditionally in organizational decision making roles
- Stakeholders inform final design but do not make the final decision



- Stakeholders are designers, trained on compensation design and responsible for leading efforts to design the compensation philosophy, structure, and engaging senior leadership as needed (i.e. CFO for financial projections).
- Stakeholders ultimately make the final decision.



Our Partnership

This partnership is building up on the conversations we've had in principals' meetings, staff feedback, leadership conversations that include Board Members, addressing a top priority across the organization—the need for a competitive and equitable compensation system at MPS.

Project Goals for SY 2024-2025

Magnolia Public Schools will have:

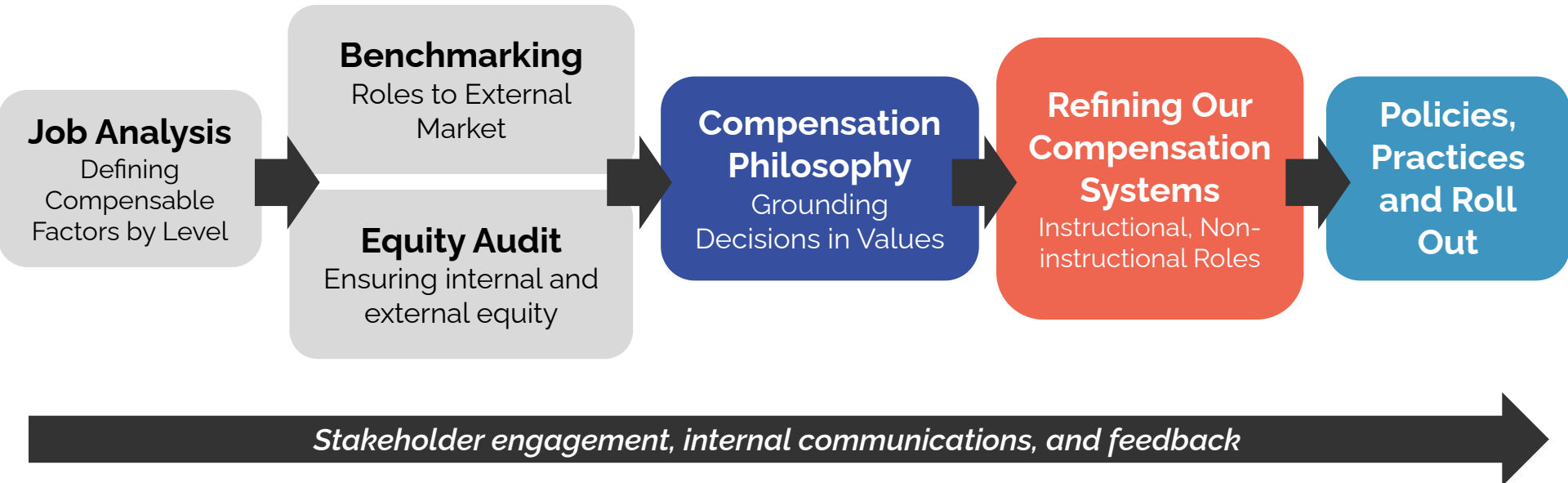
- A job leveling guide and clear process for how Magnolia will determine the appropriate level for school-based roles (11 positions)
- An equitable, clear, and transparent compensation system for instructional staff that:
 - Positions the organization as an employer of choice
 - Positively impacts staff recruitment and retention

Roll-out compensation system and policies to staff school year 25-26

Effective date of new compensation structure for school year 26-27

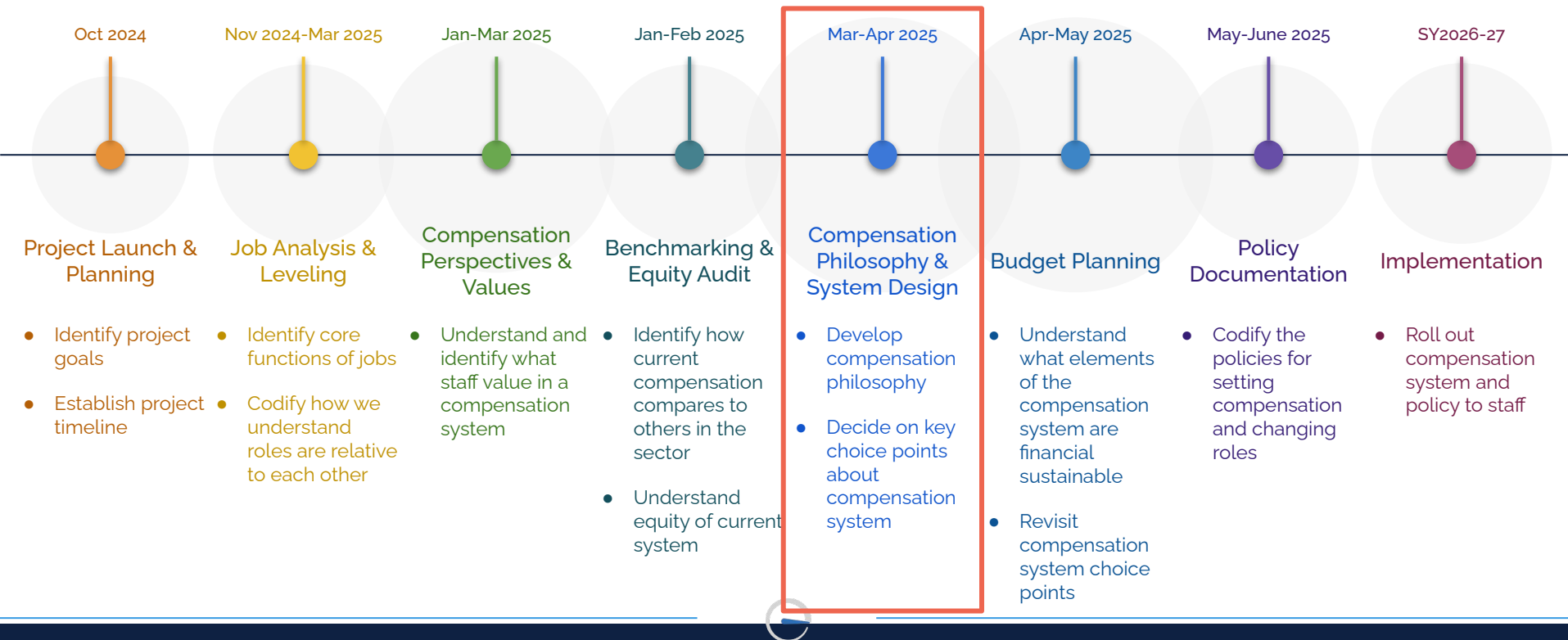


THE JOURNEY

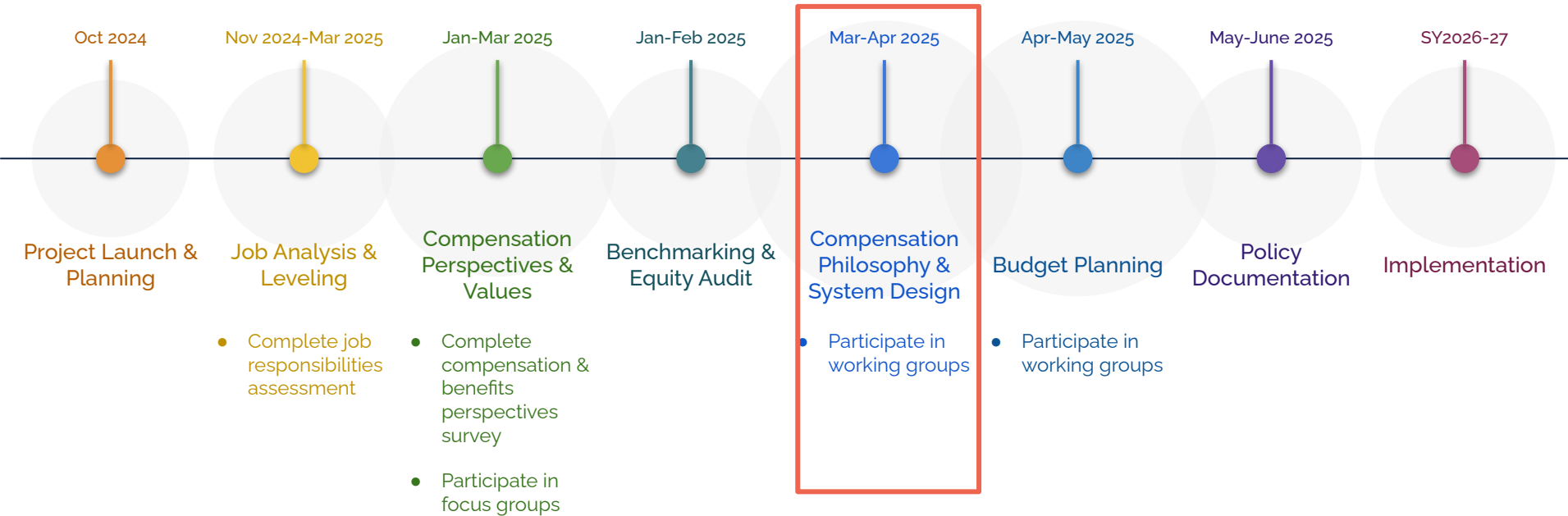


PROJECT ROADMAP

Implementation 2026-27



STAFF INPUTS



Staff will receive status updates throughout the project.





Compensation & Benefits Perspectives Survey

Survey Participation

School	Total Staff Responses	Survey Response Rate	School	Total Staff Responses	Survey Response Rate
Home Office	33	13%	MSA-6	11	4.3%
MSA-1	48	19%	MSA-7	22	8.7%
MSA-2	28	11.1%	MSA-Bell	29	11.5%
MSA-3	21	8.3%	MSA-Orange County	2	.8%
MSA-4	17	6.7%	MSA- San Diego	26	10.3%
MSA-5	21	8.3%	MSA-Santa Ana	45	17.8%
			Other	3	1.2%
Grand Total				306	68%



Reasons for Joining Magnolia Public Schools

Question: There are many factors that play into an individual's decision to accept an offer of employment. From the following list, please select and rank the factors that most impacted your decision to join Magnolia Public Schools.

Relative Rank Order	Reasons for joining Magnolia	% of total responses	Mean Rank*
1	The School site work location	38%	3.41
2	The Mission of the Organization	26%	3.51
3	The Culture of the Organization	26%	3.51
4	Your benefits (e.g. medial, retirement, etc.)	35%	3.56
5	Your compensation (e.g. base salary, etc.)	25%	3.72

- Other comments include:
- Impact on students and families, legacy building,
 - Meaningful work
 - Teacher autonomy/ love of teaching
 - Connections to team

*A lower mean score means a higher rank.

Reasons for Joining Magnolia Public Schools

Question: There are many factors that play into an individual's decision to accept an offer of employment. From the following list, please select and rank the factors that most impacted your decision to join Magnolia Public Schools.

- The school site work location
- The mission of the organization
- The culture of the organization
- Your benefits (e.g. medical, retirement, etc.)
- Your compensation (e.g. base salary, etc.)
- Career pathway opportunities available to you
- The long-term sustainability of your role (e.g., “work-life balance”)
- Our specific scholar population
- The leadership of your direct manager
- The organization’s approach to diversity, equity , and inclusion
- Professional development opportunities available to you
- The flexibility of your role
- The organization's stipend system or pay for additional work *
- Other (please describe)



Why Staff Work at Magnolia Public Schools

Focus of this section

The questions in this section are aimed at helping understand why staff join Magnolia, what keeps them at Magnolia, and what are areas of growth to look at for the organization.

Highlights

- **72% of staff indicate they plan to stay** at Magnolia Public Schools for more than 3 years
- Staff cite a close ranking in **location, culture and mission of organization** as the top one reasons they joined.
- **55%** of staff cite their reason for staying at Magnolia is **the ability to have a positive impact on student outcomes**.
- **37%** cite their **second choice for staying** at Magnolia is **Financial Compensation**.
- **57.6%** of staff cite dissatisfaction with **compensation as their top reason for leaving**, while their workload being too great as their second top reason for leaving (40.2%). Among the staff who responded, most dissatisfied with compensation have 0-3 years experience, identify as female or Latinx men.



What to do employees value most

Question: We want to know what YOU value most, as it will help us allocate our resources to have the greatest impact going forward. To help us understand the factors that are most important to your ability to do this work for a long time, please allocate up to 100 points across the offerings.

Relative Rank Order	Values	% of Total responses	Mean Points*
1	Base salary (excluding all other benefits)	62%	36.91
2	Employee Health Benefits (e.g.medical, dental, vision)	57%	15.22
3	Time Off Benefits	45%	8.26
4	Dependent Health Benefits	34%	6.78
5	Retirement and Payroll Contributions (e.g. 403b Plan, Medicare, Workers Comp, etc.)	39%	6.15
6	Incentive Pay	36%	6.00

Comments:

- Compensation is not competitive to surrounding traditional school districts without stipends
- Compensation is not adequate to the cost of living
- Compensation does not reflect the workload, have to take on additional responsibilities (stipends) to increase take home pay

*A higher number of mean points (out of 100) indicates a higher rank.

Total Rewards Perspective

Focus of this section

The questions in this section focus on gathering staff perspectives on Magnolia's total rewards offerings and alignment to Magnolia's mission and core values. Total rewards include salary, benefits, stipends, PTO and leave, and professional development.

Highlights

- **58% strongly agree/agree that compensation is on par or better than other local charter schools but not traditional district schools.**
- **90%** of staff indicated that they strongly agree/agree that they are aware of Magnolia's tuition reimbursement and that Magnolia's retirement plan includes the CA pension plans and 403 (b)K for all non-STRS/ PERS members.
- **62% of staff value base salary as the most important.**



Staff Satisfaction: Comments from staff

Question: Additional context about satisfaction with total compensation.

“Base pay should be higher. ... especially with the added workload that teachers assume.”

“I have worked at other charters... Teachers salaries are not enough to build a life and future. I will never own a home in LA with the [current] salaries. The yearly increases do not even cover the cost of living and inflation increase, so we actually make less each year.”

“Thankful for the extra work stipends, but I should not have to work extra in order to make ends meet.”

“I would like to request that years of service and individual performance be given greater consideration during performance reviews.”

“ I wish our health insurance could be used at any hospital. I will never go to Kaiser.”

“I appreciate that MPS gives annual pay raises to catch up with inflation.”



Perspectives on Compensation Values

Focus of this section

The questions in this section focus on gathering staff perspectives on compensation values and what considerations are important to them in terms of compensation. Their feedback will guide the development of Magnolia's compensation philosophy, which will inform compensation system design decisions.

Highlights

- The top three values selected by staff are: **recognize experience**, **highly competitive**, and **recognize performance**.
- While the rank order varies, these are the top three values across staff and across demographic groups.
- Staff with 4-6 and 11+ years of experience at Magnolia rate recognizes "experience in your role" higher than any other group.
- For staff who plan to leave in 2025, clarity in compensation decisions and process ranked at the top.



Potential Compensation Values

Question: The following list includes potential values or principles related to a compensation system - they may or may not apply to Magnolia's current system. Please select and rank order the following principles in order of important to you as it pertains to a compensation system.

Relative Rank Order	Value	% of Total responses	Mean Rank*
1	Recognize Experience - Compensation increases regularly (eg. annually) based on accruing additional experience in your role	39%	2.86
2	Highly Competitive - Compensation is competitive relative to the LA-area market for similar roles	34%	2.86
3	Rewards Performance & Impact - Compensation is commensurate with performance and impact	32%	3.21
4	Equitable Pay - Structures and processes are in place to ensure that compensation decisions are made within set guidelines and pay is equitable across similar teammate profiles (e.g., personal background, role, experience, level of performance, etc.)	32%	3.38
5	Recognize Additional Responsibility - Compensation is commensurate with the level of responsibility taken on by individual	33%	3.71



*A lower mean score means a higher rank.

Factors for Determining Salaries

Question: Which of the following do you believe should be a factor in determining <salary increases year-over-year> and <initial (upon hire) salaries>? To help us understand the factors that are most important to you, please tell us how you'd allocate 100 points:

Relative Rank Order	Factors for Salary Increase Year-over-Year	% of Total responses	Mean Points Assigned*
1	Cost of living	54%	29.68
2	Performance Evaluation	49%	18.16
3	Taking on extra responsibilities (e.g., mentoring, department lead/chair, coaching)	49%	16.32
4	Increase in tenure	43%	14.77
5	Level of educational attainment (e.g., masters or doctorate) or advanced credentialing (eg. ELL Certification)	42%	12.38

Relative Rank Order	Factors for Initial (Upon Hire) Salaries	% of Total responses	Mean Points Assigned*
1	Years of experience in education (in any school system or in a similar role elsewhere)	53%	19.27
2	Years of experience in the specific role for which the offer is extended	51%	18.62
3	Local salary benchmarks/ Market value of role	45%	17.51
4	Level of educational attainment (e.g., masters or doctorate)	47.0%	14.23

*Higher points assigned indicates a higher value to staff

Stipends:

Various questions surrounding fair compensation for extra responsibilities, preference for increase in base salary versus current stipend system, and number of stipends.

- 77% of staff strongly agree/agree that they prefer an increase in base salary versus the current stipend system.
- Staff with 11 years or more strongly agree/agree that Magnolia has too many stipends.
- 35% - 41% of staff disagree/ strongly disagree that Magnolia's stipends are determined consistently or calculated equitably across different types of additional responsibilities.
- 50% of staff disagree/ strongly disagree that they are compensated fairly for the extra responsibilities.



Healthcare and Other Benefits Perspectives

Focus of this section

The questions in this section focus on gathering staff perspectives on other aspects of total rewards such as healthcare and total benefits.

Highlights

- Staff value **the number of medical plan options** and dental benefits provided among traditional healthcare benefits.
- **Wellness days ranked highest** among traditional benefit across all staff and across all demographic groups.
- **Service awards** ranked among the highest **potential recognition benefit**.
- **Student loan repayment and current tuition reimbursement** ranked the second top benefit, particularly among **African American staff**.



Potential Recognition Activities

Question: The following list includes potential recognition activities and rewards. Please select and rank order the following recognition rewards in order of importance to you.

Relative Rank Order	Value	% of Total responses	Mean Rank*
1	Service Awards - (e.g. number of years of service award)	39%	2.33
2	Team-wide/School-wide Recognition Program - (e.g. team outing, team gift, etc.)	39%	2.37
3	Organization-wide Recognition Program	35%	2.57
4	Appreciation Luncheons, etc.	37%	2.62
5	Peer Recognition Awards	29%	3.42
6	Public Recognition/acknowledgment in staff meetings	25%	3.66

*A lower mean score means a higher rank.



Focus Groups

Purpose of the Focus Groups

- **Clarify responses from the survey**
- **Input into developing the compensation philosophy**

Breakout Group Discussions

- **Group 1:** Why Staff Work at Magnolia
- **Group 2:** Total Rewards and Benefits
- **Group 3:** Perspectives on Compensation Values



Focus Group Overall Themes

Competitiveness, Clarity, Equity

- Staff want an **increased, competitive, and clear base** salary yearly.
- Stipends are unclear and inequitable.
- Staff want a clear, **transparent compensation structure** that values **experience** in both instructional and non-instructional staff, **education, and growth**.
- Staff want career growth opportunities.
- Staff want improved workload fairness **across campuses and stipends**.
- Staff are unable to articulate what wellness days mean.
- Staff want **personal recognition** (e.g. awards, events, certificates).
- Staff Staff want **longevity bonuses** and clear progression pathways.
- Staff want to ensure performance evaluations are **fair, transparent, and motivating**, **not punitive**.



What is a Compensation Philosophy?

“A compensation philosophy is simply a formal statement documenting the company’s position about employee compensation. It explains the ‘why’ behind employee pay and creates a framework for consistency.” - SHRM

Your compensation philosophy is your north star for decisions about your compensation system. It will guide and shape how you make decisions for the organization and what you prioritize in this process.

Developing your compensation philosophy is an iterative process and will not be considered complete until the compensation system design is complete.



Compensation Tensions and Tradeoffs

Common Points of Tension

Competitive Pay vs. Fiscal Sustainability

To what extent will you leverage budgetary resources to compete for talent?

Flexibility vs. Transparency

To what extent will hiring managers have flexibility to vary pay based on performance, competition, or other components?

Individual Performance vs. Organizational Value

Will your system be structured to reward individual performance or value to the organization?

Simple vs. Comprehensive

What type of system can be administered with fidelity and be communicated clearly?

Equity

How will you apply your organization's commitment to equity across your compensation system?

Top Values from the Survey

Relative Rank Order	Value
1	Recognize Experience - Compensation increases regularly (eg. annually) based on accruing additional experience in your role
2	Highly Competitive - Compensation is competitive relative to the LA-area market for similar roles
3	Rewards Performance & Impact - Compensation is commensurate with performance and impact
4	Equitable Pay - Structures and processes are in place to ensure that compensation decisions are made within set guidelines and pay is equitable across similar teammate profiles (e.g., personal background, role, experience, level of performance, etc.)
5	Recognize Additional Responsibility - Compensation is commensurate with the level of responsibility taken on by individual



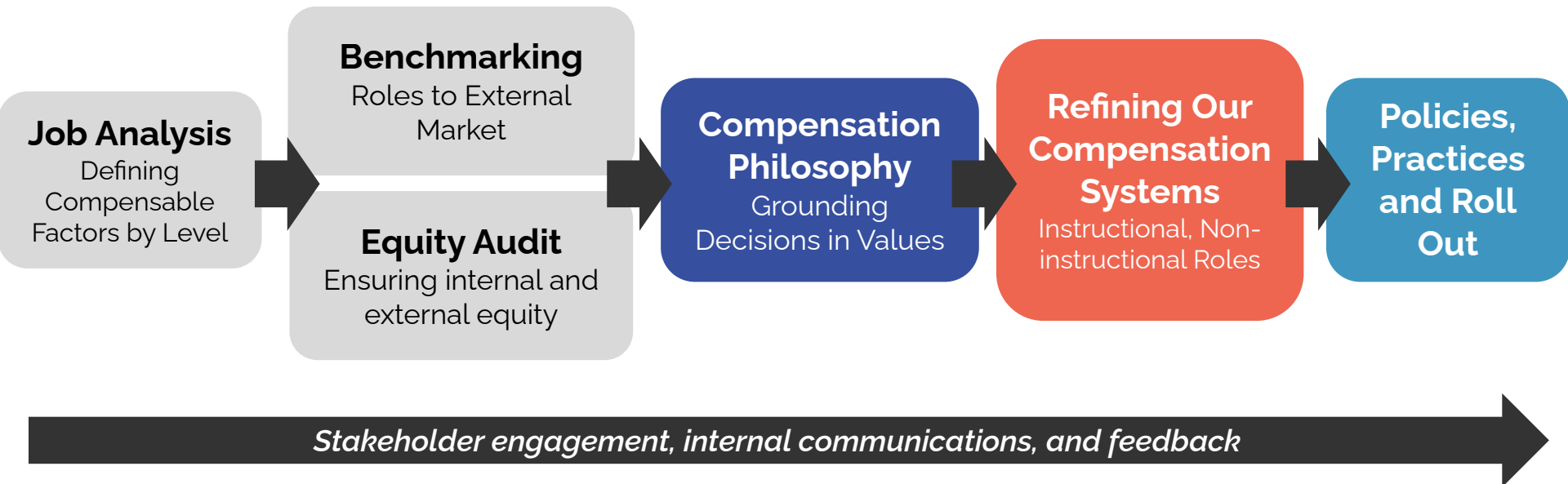
Initial Recommendations

Value & Descriptor	Rationale
Highly Competitive Compensation is competitive relative to the local market for similar roles.	<ul style="list-style-type: none"> This is one of the highest ranked values among staff in the survey. Staff also indicated that they do not believe that MPS salaries are competitive compared to local traditional schools.
Clarity and Transparency Compensation decisions can easily be communicated to staff. Staff understand how compensation for their roles and other roles was decided and know what compensation pathways they and others are eligible for.	<ul style="list-style-type: none"> While these values were not highly ranked on their own, many of the comments in the survey and in the focus groups could be addressed by increased clarity and transparency around the system.
Recognizes Experience and Additional Responsibility Compensation regularly increases as staff gain experience in their role. Staff receive additional compensation for taking on work beyond the expected responsibilities for their role as outlined in their job description.	<ul style="list-style-type: none"> This the highest ranked value among staff in the survey. Staff also want recognition for the additional work they do.
Equitable Structures and processes are in place to make sure that compensation decisions are made within set guidelines and are consistent across similar roles across all campuses.	<ul style="list-style-type: none"> This was one of the highest ranked values among staff in the survey. This is also one of the values that MPS named as one of the reasons to revise the compensation system.

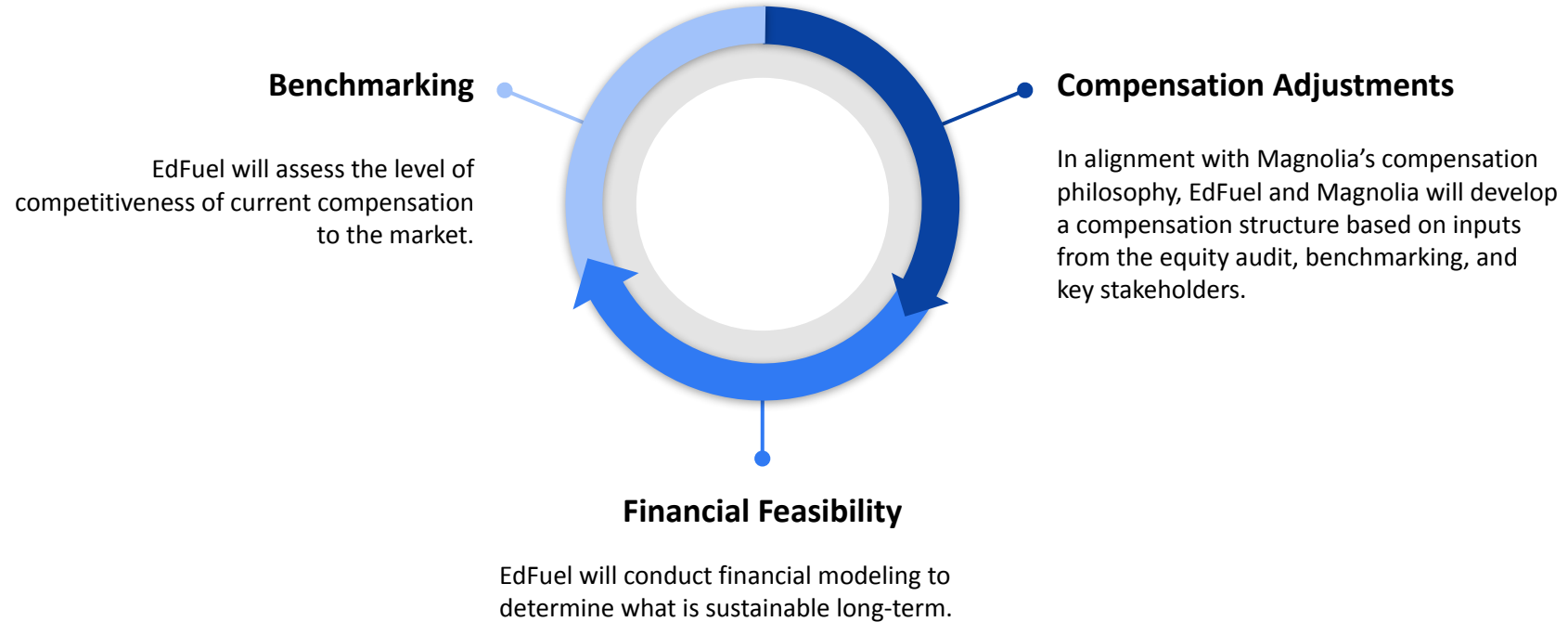


THE JOURNEY

Implementation 2026-27



Equity Audit and Benchmarking in Comp Work



Coversheet

Approval of Renewing One Board Membership

Section:	V. Action Items
Item:	A. Approval of Renewing One Board Membership
Purpose:	Vote
Submitted by:	
Related Material:	V_A_Renewal Board Membership_Mekan Muhammedov.pdf



Agenda Item:	V A: Action Item
Date:	April 10, 2025
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Alfredo Rubalcava, CEO & Superintendent Dr. Umit Yapanel, MPS Governance/Nominating Committee Chair
RE:	MPS Board Membership Renewal for Mr. Mekan Muhammedov

Action Proposed:

I move that the Board approve the membership renewal for Mr. Mekan Muhammedov for a 5-year term beginning on April 24th, 2025 and ending on April 23rd, 2030.

Purpose:

Per the MPS Bylaws:

- The number of Directors shall be no less than three (3) and no more than eleven (11).
- Each Director shall hold office for five (5) years and until a successor Director has been designated and qualified.
- The terms of Directors shall be staggered; this is maintained as Directors are appointed to fill vacant seats at the expiration of each staggered term.

Background:

Mr. Mekan Muhammedov has been involved with Magnolia Public Schools (MPS) Board of Directors since 2020. Representing the county of Orange County in which Magnolia Science Academy- Santa Ana resides. As a Board Member he brings expertise in the field of development and finance. Ensuring the compliance of public money being spent and to bring money into the classrooms for the betterment of the students being served.

As of 2022, he sits as the MPS Board Chair. He is also the Chair of the Audit/Facilities Committee and sits on the Finance Committee.



Analysis:

Mr. Mekan Muhammedov, will end his 1st term on April 23rd, 2025. He will then start his 2nd term.

Coversheet

Approval of Residential Treatment Center Master Service Agreement and Individual Service Agreement Between Telos Academy and Magnolia Science Academy-1

Section: V. Action Items

Item: B. Approval of Residential Treatment Center Master Service Agreement and Individual Service Agreement Between Telos Academy and Magnolia Science Academy-1

Purpose: Vote

Submitted by:

Related Material:

V_B_Service Agreement and Individual Service Agreement Between Telos Academy and MSA-1.pdf



Agenda Item:	V B: Action Item
Date:	April 10, 2025
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Gokhan Serce, Chief Academic Officer
RE:	Approval of Residential Treatment Center Master Service Agreement and Individual Service Agreement Between Telos Academy and Magnolia Science Academy-1

Action Proposed:

I move that the Board authorize the Chief Executive Officer (CEO) to sign the Residential Treatment Center Master Service Agreement and Individual Service Agreement between Telos Academy and Magnolia Science Academy-1 for a retroactive date effective March 21, 2025.

Purpose:

To fulfill our obligation to provide a Free and Appropriate Public Education (FAPE) in the Least Restrictive Environment, as determined by the IEP team, by securing specialized educational, residential, and therapeutic services for a student whose needs cannot be met within a traditional school setting.

Background:

After a thorough review by the IEP team, it was determined that the student requires an intensive residential program that includes both educational and mental health services. Telos Academy’s Geneva Program offers an integrated residential treatment and education model, making it an appropriate placement for the student.

Due to the immediate need for placement, the student was enrolled, and the agreement was signed with Telos Academy effective March 21, 2025. As required, notifications were sent to both the CDE Interagency Nonpublic Schools/Agencies Unit and the El Dorado SELPA.



Although our fiscal policy generally requires a Request for Proposal (RFP) process for agreements of this size, in this case, due to the unique and time-sensitive nature of the placement, a Sole Service Provider letter is included for Board review in accordance with our procurement exceptions policy.

Due to the urgency of the situation and to address the immediate needs of the student, the agreement has already been signed and the student has been placed in the Geneva Program at Telos Academy effective **March 21, 2025**. The **CDE Interagency Nonpublic Schools/Agencies Unit** and the **El Dorado SELPA** have been notified accordingly.

Because the total agreement amount exceeds the CEO's approval threshold, this item is being brought to the MPS Board for **retroactive approval**.

Please note that the **Individual Service Agreement (ISA)** is **not attached to this item in order to protect the privacy and confidentiality of the student**.

Analysis:

The Master Service Agreement and Individual Service Agreement specify all required services, provider obligations, and legal compliance standards for the 2024–2025 school year. Services include academic instruction, counseling, room and board, and specialized interventions as required by the student's IEP.

The **term of the agreement is from March 21, 2025, through June 30, 2025**, aligning with the current academic and fiscal year.

Telos Academy is certified by the California Department of Education as a Nonpublic, Nonsectarian School, and is approved to provide services consistent with California Education Code and IDEA requirements. The agreement ensures Magnolia Science Academy-1 remains compliant with state mandates and maintains student welfare and progress in a highly structured environment.



Impact:

This agreement ensures that the student receives immediate and appropriate support in a highly structured and therapeutic educational setting tailored to their unique academic and behavioral needs.

Telos Academy provides a safe, stable environment where the student can access individualized instruction, mental health services, and round-the-clock care aligned with their IEP. The placement is designed to help the student make meaningful academic progress, stabilize emotionally, and work toward long-term goals in a setting that prioritizes their well-being.

Budget Implications:

The total cost of the agreement with Telos Academy for the period of **March through June 30, 2025** is **\$95,535**. This includes all components of the student's educational placement, encompassing general education, counseling, room and board. .

Of this amount, **Magnolia Science Academy-1 (MSA-1)** is responsible for **\$42,227**, which includes:

- **\$40,400** for the **General Education** program
- **\$1,827** representing **10% of counseling services**, the portion not covered by SELPA

The **Special Education Local Plan Area (SELPA)** will cover the remaining costs as follows:

- **100% of room, board, and transportation services**
- **90% of counseling service costs**

While this amount typically requires a competitive bidding process under MPS fiscal policy, the **Sole Service Provider justification** attached explains the need to bypass that process due to the urgency and specific suitability of Telos Academy for the student's IEP requirements.



Exhibits:

- **Sole Service Provider Letter**
- **Master Service Agreement**



Subject: Sole Provider Confirmation for Telos Academy – Geneva Program

To Whom It May Concern,

I am writing to confirm that **Telos Academy – Geneva Program** has been selected as the sole provider of residential treatment, educational programming, and special education services for a student at **Magnolia Science Academy-1** during the 2024–2025 school year.

This selection was made following the determination of the student's Individualized Education Program (IEP) team, which concluded that the student requires a Residential Treatment Center (RTC) to appropriately support their educational and behavioral needs. After careful review and consultation, we have determined that Telos Academy offers the only available program that meets the specialized requirements of the student's IEP in a timely manner.

Telos Academy provides a uniquely integrated set of services, including:

- A residential treatment environment licensed and certified to support students with emotional and behavioral challenges.
- Academic instruction aligned with California Department of Education (CDE) standards.
- Special education services tailored to each student's IEP.
- 24/7 therapeutic and behavioral support from qualified professionals.
- A structured, trauma-informed program that facilitates emotional regulation and academic progress.

These services are essential to the student's well-being, safety, and educational success. Telos Academy holds the appropriate certifications and licensure to provide both residential and academic services, and no other known provider was able to deliver the necessary combination of support and immediate placement within the time required.

The total projected cost for this placement is **\$95,535** for the remainder of the 2024–2025 school year. Due to the urgent nature of the need and the highly specialized placement, this agreement is being presented to the MPS Board for retroactive approval, in accordance with our fiscal policy and procurement procedures. An RFP process was not feasible in this case, and Telos Academy is being engaged as a **sole service provider**.



We are confident that this placement represents the most appropriate and least restrictive environment for the student, and that Telos Academy is uniquely equipped to deliver the services required.

Thank you for your understanding and support.

Sincerely,

Alfredo Rubalcava

Chief Executive Officer and Superintendent
Magnolia Public Schools

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA [Insert Magnolia Public School or Specific
Magnolia Science Academy # for IEE]
Contract Year 2024-2025

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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EXHIBIT A: RATES

EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT

2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: [Insert Magnolia Public School or Specific Magnolia Science Academy # for IEE]

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: [INSERT PROVIDER]

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between [Insert Magnolia Public School or Specific Magnolia Science Academy # for IEE], hereinafter referred to as the local educational agency (“LEA”), a member of the LAUSD Charter Operated Programs (LAUSD COP) SELPA and [INSERT PROVIDER] (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification

issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars;

bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall

give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

 \$3,000,000 per occurrence
 \$6,000,000 in General Aggregate.

 The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other

assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. **INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. **SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to

executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified

in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative

Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it’s implementing regulations. If the IEP team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious

property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA.

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with

Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names

of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold

in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of

service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety

(90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA

shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

Nonpublic School/Agency

LEA Name Magnolia Science Academy 7

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

Coversheet

2025-26 Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic ("NCBA") Positions & School Leaders

Section: V. Action Items
Item: C. 2025-26 Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic ("NCBA") Positions & School Leaders
Purpose: Vote
Submitted by:
Related Material:
V_C_Pay Raise Scale for Full-Time Teaching Positions & NCBA Positions & School Leaders.pdf



Agenda Item:	V C: Action Item
Date:	April 10, 2025
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
RE:	2025-26 Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic (“NCBA”) Positions & School Leaders

Proposed Motion:

We move that the Board approve the 2025-26 Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic (“NCBA”) Positions & School Leaders.

Introduction:

The goal is to create an equitable pay scale that will attract talent to MPS, contribute to the MPS organizational priority of retaining staff, and improve the operation side—all while ensuring it is financially supported by a sustainable budget.

Below are the proposed changes to the 2025-26 pay raise scale.

- All school sites’ base salary of \$61,000 remains the same for certificated staff members including teachers, admin etc. and includes the existing schools sites plus the new schools; Magnolia Science Academy-Orange County sites (Anaheim & Placentia /Yorba Linda).
- A \$1,015 increase of the MPS experience will be reflected for certificated staff.
- Performance pay will continue to be suspended in 2025-26. This is in reference to the initial freeze from 2020-21 (refer to the May 27, 2020 board report).

Budget Implications:

The proposed 2025-26 Employee Pay Raise Scale adjustments for the certificated employees, non-classroom based academic positions, and school leaders, and their benefits will result in an estimated total increase of **\$555,724** to the budget. This includes:

- **Certificated Salaries:** \$408,621
- **Employee Benefits:** \$147,103



Exhibits (attachments):

- 2025-26 MPS Employee Pay Raise Scale for Full-Time Teaching Positions & NCBA, and School Leaders (clean)- all the changes and additions are highlighted in the pay raise scale.
- School Budget Presentation



MPS EMPLOYEE PAY RAISE SCALE

FULL-TIME TEACHING POSITIONS

&

NON-CLASSROOM-BASED ACADEMIC POSITIONS

Last Amended: 04/10/2025

MPS EMPLOYEE PAY RAISE SCALE (FULL-TIME TEACHING POSITIONS & NON-CLASSROOM BASED ACADEMIC POSITIONS)

SALARY CALCULATIONS

Components of Employee Pay

School Level: Teaching Positions & Non-Classroom Based Academic Positions		
1.	Base School Salary	□ Base Employee Salary
	+	
2.	Employee Qualifications Pay	
	+	
3.	Position Pay (where applicable)	
4.	Employee Performance Pay	
5.	Pay for Additional Duties	

Narrative:

1) The MPS Board of Directors will work closely with the Home Office to review and update this Employee Pay Raise Scale and approve it at one of its meetings prior to the start of the fiscal year in which it applies.

This Board-approved pay raise scale will be in effect as of July 1, 2024 until the subsequent Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.

2) This policy replaces and overrides any previous pay/bonus policy pay raise scale or other policies affecting compensation to the extent they are in conflict.

3) This pay raise scale applies to all full-time teaching staff and non-classroom based academic staff.

4) Pay for full-time teaching positions has four major components: base school salary, employee qualifications pay, employee performance pay, and pay for additional duties. Pay for non-classroom based academic positions has the same four components, with the addition of a fifth component for position pay. Base school salary, position pay (where applicable), and employee qualifications pay make up the base employee salary as they reflect their job position and qualifications. Employee performance pay and pay for additional duties are variable pays based on the employee's performance rating and the additional duties assigned to the employee and are not a part of the base employee salary.

5) Performance pay may be awarded to regular, full-time employees based on the employee meeting performance metrics during the school year. Only those regular, full-time employees who have worked at least 85% of the workdays between the start of the school year and May 15 may be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year, or for part-time, temporary, or seasonal employees. Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one-time lump-sum amount** on the June 20th payroll simultaneous with the end of the school year and reported in the same school year in which the performance pay was earned. (See "Employee Performance" for details.)

6) Additional duties for employees will be assigned add-on points as explained further in this scale. These duties have

to be approved by the school administration and the Home Office. The add-on points for such additional duties are not part of an employee's base salary; they are earnings on top of the base employee salary designated for the extra duties performed for the specific year of service. Payment for additional duties will be made during and only for the fiscal year in which the duties are performed. Additional duties that are an outgrowth of MPS's instructional program, including the Additional Duties enumerated herein, are reportable to the employee's STRS retirement account. See "Additional Duties" for details.

8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission. The employee will not be eligible to receive retroactive pay for any period before they reported the degree or credential to MPS and provided satisfactory documentation of the same.

9) MPS pays semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.

10) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.

11) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Such bonus shall be paid at the end of the school year. Signing bonuses are contingent upon employee completing at least one year of service and any employee who fails to do

12) The pay raise scale limitations may be waived to increase base pay in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)

13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.

1) BASE SCHOOL SALARY

Base School Salary		
<u>Location</u>	<u>School</u>	<u>Base</u>
Los Angeles County (Reseda)	MSA-1	\$61,000
Los Angeles County (Van Nuys)	MSA-2	\$61,000
Los Angeles County (Carson)	MSA-3	\$61,000
Los Angeles County (Los Angeles)	MSA-4	\$61,000
Los Angeles County (Reseda)	MSA-5	\$61,000
Los Angeles County (Los Angeles)	MSA-6	\$61,000
Los Angeles County (Northridge)	MSA-7	\$61,000
Los Angeles County (Bell)	MSA-Bell	\$61,000
San Diego County (San Diego)	MSA-San Diego	\$61,000
Orange County (Santa Ana)	MSA-Santa Ana	\$61,000
Orange County (Anaheim)	MSA-Orange County	\$61,000
Orange County (Placentia/ Yorba Linda)	MSA-Orange County	\$61,000

Narrative:	
1)	The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.
2)	Based on the above parameters, the Board may adjust the Base School Salaries each year.

2) EMPLOYEE QUALIFICATIONS PAY

Qualifications				
Field #	Qualification	Coefficient	Points	Max
1	Degree	\$1,015	1 or 3. See notes.	3
2	Credential	\$1,015	1 or 2. See notes.	2
3	Prior Experience	\$1,015	1 for each year up to 15	15
4	MPS Experience	\$1,015	1 for each year	N/A

Narrative:	
1)	Degree: 1 point for master's degree; 3 points for doctoral degree. Points are non-cumulative; the highest degree will be considered. Any earned degree point(s) during the school year will be reflected in the agreement only until January 31 st . After January 31 st , all earned degree point(s) will be reflected in the following school year agreements.
2)	Credential: 1 point for California Clear Teaching Credential; 1 point for California Preliminary or Clear Administrative Services Credential; 1 point for job-related credential or certificate, e.g., college counseling certificate; 2 points for National Board Certification. Points are not added except for the addition of the National Board Certification points (2) and the CA Clear Teaching Credential point (1). CA Preliminary Teaching Credential does not earn points. Any earned credential point(s) during the school year will be reflected in the agreement only until January 31 st . After January 31 st , all earned credential point(s) will be reflected in the following school year agreements.
3)	Prior Experience: Cap of 15 years will be applied for prior full-time teaching, school leader, and other related field work experience when the employee completed a full year of employment in the position. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office. Any required changes of prior years of experience will be reflected on the agreement at the beginning of the school year. Any change request submitted after January 31 st will be included in the following school year's agreement.
4)	MPS Experience: Prior full-time, regular employment with MPS as a teacher, school leader, or in other related field work positions. Student teaching as part of the credentialing program does not count for experience. Each year of full-time employment with MPS shall count for 1 point if the employee worked at least 85% of the work

year. Final decision will be made by the Home Office. Any required changes of MPS years of experience will be reflected on the agreement at the beginning of the school year. Any change request submitted after January 31st will be included in the following school year's agreement.

5) Qualifications pay is NOT an additional amount based on extra work. It is paid prorated over the course of the employee's work year and paid in the same amount for all employees in the same position with the same qualifying points.

3) POSITION PAY

Position Pay				
Field #	Type of Pay	Coefficient	Points	Max
1	Position	\$1,015	See notes.	10

Position Points	
College Counselor, Guidance Counselor, Librarian, EL Coordinator, Language/Literacy Coach, Title-I/Intervention Coordinator, School Counselor	5
Instructional Coach	10
Education Specialist, SPED Coordinator, Psychologist, Speech Therapist	15
Athletic Director (CIF, Multiple Grade Levels)	5
School-Social Worker	0

Narrative:

- 1) Position: Staff with non-classroom-based academic positions will receive additional points based on their position. See the table above.
- 2) This is a component of Base Employee Salary as it is earned through the performance of the employee's regular job duties and **NOT** an additional amount based on extra work. It is paid prorated over the course of the employee's work year and paid in the same amount for all employees in the same position. Position pay is only separated to illustrate how pay is formed.

4) EMPLOYEE PERFORMANCE PAY

Available Performance Pay	
Teaching & Non-Classroom Based Academic Positions	\$2,000

End-of-Year Overall Evaluation Ratings	
Rating	Earns % of Available Performance Pay
4: Highly Effective (HE)	100%
3: Effective (E)	100%
2: Developing (D)	0

1: Ineffective (I)

0

Misc. Roles**Substitute Teachers**

<u>Location</u>	<u>School</u>	<u>Average Rate</u>
Los Angeles County (Reseda)	MSA-1	\$36.29
Los Angeles County (Van Nuys)	MSA-2	\$36.29
Los Angeles County (Carson)	MSA-3	\$37.00
Los Angeles County (Los Angeles)	MSA-4	\$37.00
Los Angeles County (Reseda)	MSA-5	\$36.29
Los Angeles County (Los Angeles)	MSA-6	\$37.00
Los Angeles County (Northridge)	MSA-7	\$37.00
Los Angeles County (Bell)	MSA-Bell	\$36.29
San Diego County (San Diego)	MSA-San Diego	\$37.00
Orange County (Santa Ana)	MSA-Santa Ana	\$37.00
Orange County (Anaheim)	MSA-Orange County	\$35.00
Orange County (Placentia/Yorba Linda)	MSA-Orange County	\$35.00

Narrative:

Substitute teachers are paid an average hourly rate as listed above. More experienced substitutes, or substitutes for difficult to staff positions, may be paid above the average in the discretion of the Chief Financial Officer and the Chief People Officer.

Substitute teachers' starting pay rate is \$35.00 per hour. The average rate will increase each year at the same percentage as hourly, classified staff at the same school site.

The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.

Employees who receive a “3: Effective (E)” and a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay. Those who receive a rating of 2 or 1 will be ineligible for performance pay.

Available performance pay will be a maximum of \$2,000 for school-level teaching staff and non-classroom based academic staff.

Performance pay may be awarded to regular, full-time employees based on the employee meeting performance metrics during the school year. Only those regular, full-time employees who have worked at least 85% of the workdays between the start of the school year and May 15 may be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year, or for part-time, temporary, or seasonal employees.

Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one-time lump-sum amount** on the June 20th payroll simultaneous with the end of the school year and reported in the same school year in which the performance pay was earned. (See "Employee Performance" for details.)

MPS believes in use of data in determining employee performance. As explained in detail in MPS' board-approved employee evaluation protocols, survey and student assessment data as well as supervisor's evaluation of the employee performance are used in evaluations of teaching and non-classroom based academic staff.

MPS Board Approved Additional Duties-Annual Assignment (Coefficient for Additional Duties is \$1,000.00)			
	<u>Duties</u>	<u>Add-on Points</u>	<u>JOB DESCRIPTION</u>
Organization Wide Teacher on Special Assignment (TOSA) Duties (to be assigned by Home Office)			
1	History / Social Sciences	5	Coordinate collaboration and professional development activities across all MPS schools. Specifically; <ul style="list-style-type: none"> - Hold grade level/span scope and sequence planning activities quarterly, - Support three MPS-wide PD (symposia) days - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Help selection of high quality and effective instructional materials and resources in alignment with CA Standards and Frameworks. - Meet quarterly with the Academic Team and CAO to coordinate events and activities, - Organize other network-wide activities and events as assigned.
2	Science	5	Coordinate collaboration and professional development activities across all MPS schools. Specifically; <ul style="list-style-type: none"> - Hold grade level/span scope and sequence planning activities quarterly, - Support three MPS-wide PD (symposia) days - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Help selection of high quality and effective instructional materials and resources in alignment with CA Standards and Frameworks. - Meet quarterly with the Academic Team and CAO to coordinate events and activities, - Organize other network-wide activities and events as assigned. - Support the selection and implementation of a proven STEAM enrichment program - Provide professional development for Implementing a multi-level and multi-dimensional curriculum including NGSS - Support MPS Wide Annual STEM EXPO - Develop and Implement Professional Development Workshops for MPS Wide Enrichment Instructional Support
3	Computer Science and Technology	5	Coordinate collaboration and professional development activities across all MPS schools. Specifically; <ul style="list-style-type: none"> - Hold grade level/span scope and sequence planning activities quarterly, - Support three MPS-wide PD (symposia) days - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Help selection of high quality and effective instructional materials and resources in alignment with CA Standards and Frameworks. - Meet quarterly with the Academic Team and CAO to coordinate events and activities, - Organize other network-wide activities and events as assigned.
4	Electives (Spanish, Art, PE, and other Electives)	5	Coordinate collaboration and professional development activities across all MPS schools. Specifically; <ul style="list-style-type: none"> - Hold grade level/span scope and sequence planning activities quarterly, - Support three MPS-wide PD (symposia) days - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Help selection of high quality and effective instructional materials and resources in alignment with CA Standards and Frameworks. - Meet quarterly with the Academic Team and CAO to coordinate events and activities, - Organize other network-wide activities and events as assigned.
5	Elementary Programs	5	Coordinate collaboration and professional development activities across all MPS schools. Specifically; <ul style="list-style-type: none"> - Hold grade level/span scope and sequence planning activities quarterly, - Support three MPS-wide PD (symposia) days - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Help selection of high quality and effective instructional materials and resources in alignment with CA Standards and Frameworks. - Meet quarterly with the Academic Team and CAO to coordinate events and activities, - Organize other network-wide activities and events as assigned.
6	Math	5	- Support the coordination, collaboration and professional development activities across all MPS schools. Specifically; <ul style="list-style-type: none"> - Support grade level/span scope and sequence planning activities quarterly, - Support three MPS-wide PD (symposia) days

			<ul style="list-style-type: none"> - Support and maintain Google classroom and website for PD, resources and info dissemination - Coordinate at least 2 annual MPS-wide math competitions (growth mindset, Pi day, etc.) - Support development of the math assessment timeline and manage data collection and analysis - Serve as a member of the math materials adoption cohort to assist with the selection of high quality and effective instructional materials and resources in alignment with CA Standards and Framework. - Meet monthly with the Director of Math programs and quarterly with the Academic Team and CAO
7	English	5	<ul style="list-style-type: none"> - Support the coordination of collaboration and professional development activities across all MPS schools. Specifically; - Support grade level/span scope and sequence planning activities quarterly, - Support three MPS-wide PD (symposia) days - Support and Maintain Google classroom and/or website for PD, resources and info dissemination - Coordinate 2 annual MPS-wide ELA competitions (Creative Writing, Poetry Out Loud, NaNoWriMo, Women's History Month Essay Contest, etc.) - Support development of the ELA assessment timeline and manage data collection and analysis - Support with the selection and/or development of an MPS-wide writing framework and/or curriculum adoption - Meet monthly with the ELA Program Coordinator, and quarterly with the Academic Team
8	GATE	5	<ul style="list-style-type: none"> - Research and Development for Adopting a Researched Based "proven" Enrichment Program/Curriculum for all MPS Schools. - Support the coordination, collaboration and professional development activities across all MPS schools for Gifted and Talented program support. - Assist with Identification of GATE students including: PD's for Deans, Assistance with obtaining and administering OLSAT and Raven's Tests - Support MPS GATE Coordinators in implementing Enrichment and STEAM Activities at all Sites - Support three MPS-wide PD (symposia) days - Support and maintain Google classroom and website for PD, resources and info dissemination - Lead the Coordination of the annual Steam Expo with all participating MPS schools - Meet monthly with the Director of SPED programs and quarterly with the Academic Team and CAO. - Seek out Enrichment opportunities for students (Science camp, JPL Scholarships etc.)
9	SPED	5	<ul style="list-style-type: none"> - MPS Wide District Level Usage on the SEIS and Welligent Systems - Weekly monitoring and reporting to Director of SPED / Re:School Compliance - Support MPS GATE Coordinators in implementing Enrichment and STEAM Activities - Monitor the Compliance of 504 Plan Implementation - Provides Professional Development for SPED Teachers at 3 symposiums and ongoing support for newly hired SPED Teachers - Adds, Deletes, Monitors and Maintains Users for the SEIS and Welligent Systems (Creates passwords for adult users, adds students from CAL-PADS to SEIS and Welligent as appropriate).
10	STEAM Enrichment	5	<ul style="list-style-type: none"> - Coordinate collaboration and professional development activities across all MPS schools. Specifically; - Support the selection and implementation of a proven STEAM enrichment program - Support MPS Wide Annual STEAM EXPO - Develop and Implement Professional Development Workshops for MPS Wide Enrichment Instructional Support- Support three MPS-wide PD (symposia) days - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Meet quarterly with the Academic Team and CAO to coordinate events and activities, - Organize other network-wide activities and events as assigned.
11	Math Enrichment	5	<ul style="list-style-type: none"> - Coordinate collaboration and professional development activities across all MPS schools. Specifically; - Support the selection and implementation of a proven Math enrichment programs for Elementary, Middle and High School programs - Coordinate at least 2 annual MPS-wide math competitions (MathCounts, AMC, Pi day, etc.) - Support MPS Wide Annual STEAM EXPO - Develop and Implement Professional Development Workshops for MPS Wide Enrichment - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Meet quarterly with the Academic Team and CAO to coordinate events and

			activities, - Organize other network-wide activities and events as assigned.
12	Robotics Programs Enrichment	5	"Coordinate enrichment activities across all MPS schools. Specifically; - Support the selection and implementation of a proven Robotics enrichment programs at the Elementary, Middle and High School levels -Coordinate at least MPS-wide Robotics competitions (FLL, VEX, etc.) - Support MPS Wide Annual STEAM EXPO - Develop and Implement Professional Development Workshops for MPS Wide Enrichment - Maintain and coordinate Google classroom for PD and email groups for resource and info dissemination - Meet quarterly with the Academic Team and CAO to coordinate events and activities, - Organize other network-wide activities and events as assigned. "
13	College Mentorship Programs Enrichment	5	Supports the CAP Mentors supervising students in working towards earning a recognition from the Congressional Award Program by helping them set goals, organize their activities, track their accomplishments, and submit their evidence to the program. "Participants earn Bronze, Silver, and Gold Certificates and Bronze, Silver, and Gold Medals. Each level involves setting goals in four program areas; Voluntary Public Service, Personal Development, Physical Fitness, and Expedition/Exploration." https://www.congressionalaward.org/the-program/
School wide Coordination Duties			
1	Discipline Coordinator	5	The Coordinator is a critical teammate on the student service team, under the direction of the Dean of Students. The Coordinator's primary responsibility is to respond to student behavior. This will happen through the management of systems across the school, and through the creation of meaningful interventions to build student capacity to make strong, future-ready decisions. The coordinator builds strong relationships with students and champions family engagement to develop partnerships between the school and families to support the success of students.
2	I.T. Coordinator/Technician	5	I.T. Coordinator/Technician is a staff member who: - Maintains staff, students, and classroom technology (tracks in inventory system/configured for operation) - Responds to school's basic technology issues like troubleshooting internet/wireless connection, or printing etc. - Gives feedback on usage and research/analysis results on continuously improving educational technology and recommend them to the school and other schools' IT technician team members. - Trains fellow staff members on certain software/hardware usage and on basic computer security, and technology equipment handling if needed.
3	Testing Coordinator	5	Testing coordinator will coordinate and supervise school-wide implementation of local and state tests (SBAC, MAP, IAB Benchmark tests, GATE, ELPAC, AP tests). Other tasks include scheduling, informing parents, encouraging students, assist school staff with preparation for test administrations, and assisting Math and English teachers with testing strategies and preparation. In additional working closely with SPED and EL departments along with communicating with IT Manager to ensure accommodations are enabled according to the individual needs of students. The testing coordinator will also assist in providing data to admin for as needed, to teachers for intervention and data driven analysis. Perform other duties as assigned by the principal.
4	After School Coordinator	5	Responsible for on-site program administration and oversight, including supervising staff such as tutors and enrichment staff. Prepares Attendance Reports. Monitors staff and completes a professional development needs assessment of each staff member. Works with admin and teacher to identify clubs and tutoring offered/needed, generates/communicates the after-school schedule, promotes the attendance for after school programs, checks classrooms regularly, helps with ordering supplies, collects the data and submits to authorizers.
5	MTSS Coordinator (incl. RTI, Title I, etc.)	5	Under the direction of the Dean of Students, the MTSS Coordinator is an integral part of the school's culture. The coordinator collaborates with team members to provide academic and behavior strategies for students with various needs.
6	EL Coordinator	5	Implements and is compliant with the MPS EL Master Plan, supports ELA and ELD teachers with instructional strategies, consults with the MPS EL Coordinator, identifies EL students, supports EL student achievement reports and data analysis of EL student, planning and administering ELPAC, monitors student progress through various assessments such as SBAC, MAP, Lexile reports, compiles student portfolios, attends district/school-wide PDs and meetings
7	Literacy Program Coordinator (incl. myON, A.R., etc.)	3	Coordinates the school-wide literacy program (myON, AR, etc.), including scheduling and supporting professional development and training for teachers, supporting teachers with best practices for program implementation, planning events and competitions which promote literacy, monitoring literacy data such

			as: lexile growth, minutes/books read, etc. and sharing such data with school staff to improve students' literacy development and growth.
8	STEAM Festival/Expo Coordinator	2	STEAM Coordinator is an active participant of annual STEAM EXPO event in collaboration with the Home Office. Organizes a local and school-wide STEAM EXPO. Follows up with deadlines at the school level, communicates the guidelines via emails and meetings. Supports teachers and staff to maximize student/project participation. Assists with the logistics such as transportation and food, etc.
9	Community and Family Outreach Coordinator	2	A high-energy multi-tasker with dynamic leadership ability who builds coalitions and partnerships. The Coordinator works to build social capital by fostering person-to-person and people-to-place relationships, develop the skill and will of parents and community leaders to take on leadership roles within schools and in their community, and encourage civic engagement in order to build neighborhoods where the stakeholders want to invest their time and resources to transform their communities. The Coordinator will be flexible and a self-starter, working with a network of engaged and empowered stakeholders in the MSA Communities. They will make connections with residents to broaden and deepen the community network, support local advocacy, and develop leaders who will carry out the work.
10	WASC Self-Study Coordinator (Not On Renewal Cycle Year)	3	The WASC Self-Study Coordinator is the primary contact with WASC, compiling all the necessary information to complete the self-study. The Coordinator utilizes the guidelines set by WASC and with the help of MSA administration, identify a team of faculty, staff, and school leaders to write and assemble the various components of the self-study by their identified deadline. The Coordinator will be available to the WASC administration and team for all communication and will lead and facilitate the WASC team visit. Through the completion of the self-study process, the school will have accomplished: 1) the involvement and collaboration of all stakeholders to support student achievement; 2) the clarification and measurement of what all students should know, understand, and be able to do through schoolwide learner outcomes and academic standards; 3) the analysis of data about students and student achievement; 4) the assessment of the entire school program and its impact on student learning in relation to the schoolwide learner outcomes, academic standards, and WASC/CDE criteria; 5) the alignment of a long-range action plan to the school's areas of need; and 6) the capacity to implement and monitor the accomplishment of the plan.
11	Blended Learning Coordinator	1	The Blended Learning Coordinator provides leadership, staff development, and instructional support to all instructional and administrative staff. In addition, this position serves as a liaison between school and org-wide technology initiatives and school based implementation and support for administrators and teachers.
12	Extracurricular Activities Coordinator	1	After School Coordinator is responsible for on-site program administration and oversight, including supervising staff such as tutors and enrichment Instructors. Prepares Attendance Reports. Monitors staff and completes a professional development needs assessment of each staff member in the program.
13	504 Coordinator (1-10 cases)	2	The Support Services coordinator will focus on supporting schools in maintaining and building records and documentation for all students eligible under Section 504. Ensure the implementation of Section 504 procedures at each Magnolia school including: Coordinating referrals; Determining appropriate Section 504 accommodations, team composition and participating in Section 504 team meetings as needed. Assisting with 504 professional development workshops for MPS school sites. Serve as a daily resource to MPS administrators, teachers, and staff regarding Section 504.
14	504 Coordinator (11 or more)	3	The Support Services coordinator will focus on supporting schools in maintaining and building records and documentation for all students eligible under Section 504. Ensure the implementation of Section 504 procedures at each Magnolia school including: Coordinating referrals; Determining appropriate Section 504 accommodations, team composition and participating in Section 504 team meetings as needed. Assisting with 504 professional development workshops for MPS school sites. Serve as a daily resource to MPS administrators, teachers, and staff regarding Section 504.
15	SSPT Coordinator	2	Serve as a liaison between the schools and appropriate partners in supporting students and families. Using a MTSS Framework, the SSPT coordination includes the following, Support students in acquiring linguistic, academic, behavioral, and social competencies using tiered interventions.

16	GATE Coordinator	2	Assist schools in enhancing collaborative and supportive schoolwide PBIS culture for all school partners. Assist the Director in designing and implementing a Magnolia Wide GATE enrichment curriculum.
17	SPED Coordinator	5	<ul style="list-style-type: none"> * School site support with SPED coordination. * School Based Case management * Child Find - accessing all students enrolled in the science academy in CALPADS, SEIS or Welligent. * Ensuring an annual IEP meeting is held for each student, either identified as an "annual review" or a Triennial. * Working with SPED Teacher to ensure service provision is taking place. * Providing pertinent information to SPED Director to ensure CALPADS data is accurate. * Managing caseload to ensure compliance with all meetings, service provision and accommodations are in place for each student. * SPED Coordinators are also responsible for working with SPED para's and instructing SPED students in pull out sessions. * SPED Coordinators are responsible for team teaching with all general education teachers to ensure students are receiving support for assignments, projects and are being graded according to their IEP. * SPED Coordinators meet with the SPED director at school level SPED meetings, and once monthly at the CMO level SPED meetings. All SPED teachers meet weekly with their SPED coordinators and/or admin teams. * Prepares the department for annual audits and authorizer oversight. * Works with all service providers
18	Alumni Success Coach - Tier 1 (1-150 Alumni)	2	<ul style="list-style-type: none"> Build relationships with seniors. (ex: Advisory teacher or college readiness class teacher) Conduct Summer Send-off meetings Stay in contact with Alumni and use GradSnapp as directed ZOOM/Phone/Email Check-Ins re: grades, needed materials, questions/concerns, financial aid, connecting with college allies In-person visits to high-population institutions Would work with the CCRP Coordinator during monthly meetings and individual check-ins Inform alumni about MPS-wide alumni events Coordinate site-specific alumni events in collaboration with the College Counselor (ex: potlucks, alumni panels, etc)
19	Alumni Success Coach - Tier 2 (151-300 Alumni)	3.5	<ul style="list-style-type: none"> Build relationships with seniors. (ex: Advisory teacher or college readiness class teacher) Conduct Summer Send-off meetings Stay in contact with Alumni and use GradSnapp as directed ZOOM/Phone/Email Check-Ins re: grades, needed materials, questions/concerns, financial aid, connecting with college allies In-person visits to high-population institutions Would work with the CCRP Coordinator during monthly meetings and individual check-ins Inform alumni about MPS-wide alumni events Coordinate site-specific alumni events in collaboration with the College Counselor (ex: potlucks, alumni panels, etc)
20	Alumni Success Coach - Tier 3 (300+ Alumni)	5	<ul style="list-style-type: none"> Build relationships with seniors. (ex: Advisory teacher or college readiness class teacher) Conduct Summer Send-off meetings Stay in contact with Alumni and use GradSnapp as directed ZOOM/Phone/Email Check-Ins re: grades, needed materials, questions/concerns, financial aid, connecting with college allies In-person visits to high-population institutions Would work with the CCRP Coordinator during monthly meetings and individual check-ins Inform alumni about MPS-wide alumni events Coordinate site-specific alumni events in collaboration with the College Counselor (ex: potlucks, alumni panels, etc)
21	WASC Self-Study Coordinator (During Renewal Cycle) (ONLY FOR MPS SCHOOLS ON WASC RENEWAL CYCLE YEAR ARE ELIGIBLE FOR THIS SPECIFIC ADD ON)	5	<p>The WASC Self-Study Coordinator is the primary contact with WASC, compiling all the necessary information to complete the self-study. The Coordinator utilizes the guidelines set by WASC and with the help of MSA administration, identify a team of faculty, staff, and school leaders to write and assemble the various components of the self-study by their identified deadline. The Coordinator will be available to the WASC administration and team for all communication and will lead and facilitate the WASC team visit. Through the completion of the self-study process, the school will have accomplished:</p> <ol style="list-style-type: none"> 1) the involvement and collaboration of all stakeholders to support student achievement; 2) the clarification and measurement of what all students should know, understand, and be able to do through schoolwide learner outcomes and academic standards; 3) the analysis of data about students and student achievement; 4) the assessment of the entire school program and its impact on student

			learning in relation to the schoolwide learner outcomes, academic standards, and WASC/CDE criteria; 5) the alignment of a long-range action plan to the school's areas of need; and 6) the capacity to implement and monitor the accomplishment of the plan.
Chair/Mentorship/Special Committee Duties			
1	Department Chair (5+ teachers)	3	Supports teachers with teaching curriculum and instruction, course pacing, planning, providing feedback and tools, conducts peer observations twice a semester, holds monthly department meetings, attends specific admin-led meetings, coaches teachers, helps teachers with ordering/selection of materials.
2	Department Chair (1-4 teachers)	2	Supports teachers with curriculum and instruction, course pacing, planning, providing feedback and tools, conducts peer observations twice a semester, holds monthly department meetings, attends specific admin-led meetings, coaches teachers, helps teachers with ordering/selection of materials.
3	Grade Level Chair (5+ teachers)	3	Under the direction of the Dean of Academics/Assistant Principal, the Grade Level Chair is an integral part of the school's leadership team in which the team member collaborates with multiple committees, including MTSS, to design and execute the school's long-term strategic vision. The teacher leader needs to be able to master and navigate instructional shifts to take on new learning challenges and coach colleagues to high levels of proficiencies that close the achievement gap for all students.
4	Grade Level Chair (1-4 teachers)	2	Under the direction of the Dean of Academics/Assistant Principal, the Grade Level Chair is an integral part of the school's leadership team in which the team member collaborates with multiple committees, including MTSS, to design and execute the school's long-term strategic vision. The teacher leader needs to be able to master and navigate instructional shifts to take on new learning challenges and coach colleagues to high levels of proficiencies that close the achievement gap for all students.
5	Student Leadership / Gov't Advisor	2	Under the guidance of Dean of Students, a student council advisor guides student leaders in successfully planning events, making decisions and representing their fellow students. This role is essential to developing students' leadership skills and supporting their efforts to serve their school.
6	BTSA / Teacher Mentor	1.5	The mentor will be assigned one or multiple teachers or teacher candidates with preliminary credentials. The mentor will help these teachers to clear their credentials with direct support, guidance, timeline follow up with lesson planning, curriculum development and classroom management. The mentor will also provide PD opportunities for the mentees.
7	CAP Mentor	1	The CAP Mentor supports students in working towards earning a recognition from the Congressional Award Program by helping them set goals, organize their activities, track their accomplishments, and submit their evidence to the program. "Participants earn Bronze, Silver, and Gold Certificates and Bronze, Silver, and Gold Medals. Each level involves setting goals in four program areas; Voluntary Public Service, Personal Development, Physical Fitness, and Expedition/Exploration." https://www.congressionalaward.org/the-program/
8	Reflection Committee Team Member	1	Under the direction of the Dean of Students, the Committee is an integral part of the school's culture in which the team member collaborate to provide academic and behavior strategies for students with various needs. Instead of the "waiting for failure" assessment model, the Committee team member is able to take a proactive approach to identify students with social-emotional, academic, and behavioral needs. Additionally, the team member is responsible for providing information and professional development to the school site teams, ensuring that MTSS components are implemented effectively throughout. Early interventions and assessments for these students can greatly improve their academic & behavioral successes.
9	Student Safety Committee	1	Support administration during the academic year, with morning drop-off and after school dismissal this includes parking lot supervision and valet duties to ensure safety of students and other pedestrians. Additional responsibilities include assisting students in and out of the car in the valet line, supervising students in the dismissal area, and assisting the management of traffic.
10	CIF Athletic Director (1-3 teams)	5	The primary responsibility of an athletic director is to oversee all aspects of the athletic programs that are sponsored by the school. Schedules practice/game locations and times. Monitors athletes academics and behavior with administration. Supervise athletic competitions. Ensure that documentation and CIF guidelines (i.e., physicals, gpa, code of conduct). Organize and arrange transportation, referee, facilities, and any other sport related items. Manages inventory and acquisition of equipment and uniforms for each sport. Assist with the hiring of staff and coaches. Teaching assignment 75%
11	CIF Athletic Director (4-6 teams)	10	The primary responsibility of an athletic director is to oversee all aspects of the athletic programs that are sponsored by the school. Schedules practice/game locations and times. Monitors athletes academics and behavior with administration. Supervise athletic competitions. Ensure that documentation and CIF guidelines (i.e., physicals, gpa, code of conduct). Organize and arrange transportation, referee, facilities, and any other sport related items. Manages

			inventory and acquisition of equipment and uniforms for each sport. Assist with the hiring of staff and coaches. Teaching assignment 50%
12	Instructional Coach	3	The Instructional Coach/Mentor is a teacher who has instructional expertise and ability to collaborate using a coaching and learning approach on campus among all educational partners. The Coach focuses on enhancing teacher ability to provide instruction that builds student understanding and skills, is academically rigorous, addresses the curriculum standards and frameworks, enhances student sense of engagement in and ownership of learning, and provides a safe and nurturing learning environment. The Coach, together with the classroom teacher(s), looks at student work, data, and supports the teacher in creating standards-based, high-quality instruction.
13	Lead Teacher	10	The lead teacher is a teacher who enhances the quality of education and provides leadership within the classroom, supporting both teachers and students through exemplary instructional practices, mentorship, and coordination of educational activities in alignment with Magnolia Public Schools' academic model.
Club/Competition Duties			
1	Special Club (Category 1)	1	Club (Category 1) includes approved clubs that either have a STEM focus or prepare students for a special competition but do not require as extensive time commitment and preparation as a Category 2 club. Ex: Advanced Math/Math Counts, Science Olympiad, and other approved STEM clubs; Spelling Bee, Geography Bee, and other approved clubs that prepare for a competition.
2	Special Club (Category 2)	2	Club (Category 2) includes approved clubs that have a special focus, typically in STEM fields, require an extensive time commitment and preparation, and generally culminate in a competition. Ex: VEX/Seaperch Robotics, FIRST Lego, Future City, Academic Decathlon/Pentathlon.
3	Extra Club / Tutoring	1	Extra clubs are clubs employees offer in addition to their required two (2) after-school tutoring/club sessions.
Additional Teaching Duties			
1	AP Teacher (per AP course)	2	Understands and organizes the curriculum of the AP course based on the College Board's course guidelines and exam blueprints, stays current with course content, attends summer seminars as needed, submits the course syllabus to the AP course ledger, works with the admin for the roster of the course, prepares summer work, registers students on College Board's class portal, administers a full-long practice exam in Spring.
2	Extra Teaching Hours (per hour per week)	1	Carries out regular teaching duties (5 courses per day) for an additional class requiring an extra prep.
3	Additional Prep Time (3 or more prep per week)	1	Provides weekly lesson plans and instruction for 3 or more assigned classes.
4	Independent Study Synchronous Instruction (30 min per week)	1.8	Provide weekly 30 minutes of Synchronous Instruction under the MPS Independent Study Policy. Focus should be standards review and practice. Teachers will use current grade level resources and IXL programs.
5	Independent Study Synchronous Instruction (60 min per week)	3.6	Providing Synchronous Instruction (60 min per week under MPS Independent Study Policy. Focus should be standards review and practice. Teachers will use current grade level resources and IXL programs.
6	Independent Study Supervising Teacher (for each 5 students)	1	Supervising Teacher with these conditions and duties Definition of Supervising Teacher: Education Code Section 51747.5: The independent study by each pupil or student shall be coordinated, evaluated, shall be under the general supervision of an employee of the school who possesses a valid certification document pursuant to Section 44865 or an emergency credential pursuant to Section 44300, registered as required by law. Supervising Teacher: "General supervision" means the supervising teacher's (1) continuing oversight of the study design, implementation plan, allocation of resources, and evaluation of student's independent study; and (2) personal determination or personal review of the determination made by another certificated teacher of the time values for apportionment purposes of each pupil's or adult education student's work products.
Additional Duties			

7	Dual Enrollment Coordinator	5	The Site Dual Enrollment Coordinator will oversee the various aspects of the DE program including: collaboration between their MSA & partner community college; coordination of registration workshops; dissemination & collection of necessary forms; collaboration with site leadership on master schedule; monitoring students' progress in courses & recommending appropriate interventions; and other aspects of Dual Enrollment implementation including collection of data & analysis of outcomes
8	MTSS Member	1	MTSS Member - staff member is responsible for supporting the implementation of the MTSS/PBIS framework within a school. Members collaborate with school staff to collect and analyze student data, provide professional development, and design interventions. Additionally, members play a crucial role in fostering a positive school culture through monitoring PBIS Recognition and conducting collaborative school-wide activities for the student body
9	MTSS PBIS Coach	3	PBIS Coach will work closely with the Dean of Students, or PBIS Lead to help guide and support the PBIS Ambassadors and the teams, attend LACOE or regional PBIS training, lead PBIS team meetings, monitor team progress, collaborate with tiered PBIS groups, plan and lead school wide events such as PBIS assemblies and competitions, support school wide professional development related to PBIS strategies, and help the school develop and revise school wide behavioral matrices.
10	MPS People "Excellence" Committee	3	The "MPS People Excellence Committee" will be responsible for reviewing, revising, and implementing the "MPS recruitment and retention plan" and "MPS pay scales and benefits for all employees". In addition, this committee is responsible for coordinating all MPS wellness activities across the organization.
11	MPS "Connection" Committee	3	<p>MPS Connection Committee serves as the cross collaboration opportunity celebrating milestones and achievement across our school sites to elevate the voice of all Ed Partners through inclusive Culturally constructed opportunities. The Connection Committee is responsible for the planning, logistics, and execution of org-wide Magnolia events. Members of this committee will contribute to events such as Magnolia Gala, family day, and other events celebrating our shared values and creating meaningful connection among all Magnolia community members.</p> <p>Possible time commitment: Minimum 1-2 times a month but as the event approaches we may meet monthly</p>
12	MPS "Innovation" Committee	3	MPS Innovation Committee serves as a catalyst for positive change in our schools, promoting a culture of innovation, collaboration, and continuous improvement. Through its dedication to exploring new ideas, leveraging technology, and fostering creativity, the committee strives to provide an exceptional educational experience that prepares students for success in an ever-evolving world. Some projects will include enriching educational programs, Expanded Learning Programs, WASC and continues improvement processes, teacher and leadership capacity building.

MPS Board Approved Additional Duties-One Time Assignment for the 2025-26 School Year				
Additional Duties – One-Time Assignment				
	COMPONENT NAME	DOLLAR AMOUNT	PER	DESCRIPTION
* Hourly staff will not be paid according to the below rates but will be paid with respect to their hourly rates to the extent their job duties encompass any of the duties below.				
1	Home Visit Program	\$50	VISIT	Refer to Home Visit Policy
2	Virtual Home Visit	\$25	VISIT	Refer to Home Visit Policy
3	Saturday School Teacher	\$70	HOURL	Refer to School Admin
4	Parent Academy Coordinator	\$70	HOURL	Refer to School Admin
5	Parent Academy Teacher	\$70	HOURL	Refer to School Admin
6	After School Coordinator	\$30	HOURL	Refer to School Admin
7	After School Support	\$30	HOURL	Refer to School Admin
8	Zero Period Assistance	\$30	HOURL	Refer to School Admin
9	Substituting for another teacher	\$50	PERIOD	Refer to School Admin
10	Edge Coaching-Mentoring	\$35	HOURL	Refer to School Admin
11	Providing PD/Workshop	\$50	HOURL	Refer to School Admin
12	School Camp-Trip-Only for Overnight Trips	\$200	DAY	Refer to School Admin
13	SAT/ACT or College Prep Boot Camp	\$30	HOURL	Refer to School Admin
14	Assisting enrollment recruitment event, orientation meeting, open houses	\$50	HOURL	Refer to School Admin
15	Saturday/Sunday Community Activity (STEAM EXPO, Festivals or similar events)	\$150	EVENT	Refer to School Admin
16	Assisting Saturday or Summer New student Testing Proctor	\$35	HOURL	Refer to School Admin
17	Extra Tutoring Sessions	\$30	HOURL	Refer to School Admin
18	Attending PDs stipend (weekends, holidays, and summer; outside of work days)-Max 4 Days	\$150	DAY	Refer to School Admin
19	Attending Trainings Outside Class Hours (such as Infinite Campus)	\$30	HOURL	Refer to School Admin
20	Sustained Silent Reading (SSR) Period & Advisory Period Coverage	\$35	PERIOD	Refer to School Admin
21	High School Seasonal Sports Coach (per sport)	\$2,500	Season	Athletic coaches provide instruction and coach students to develop skills and ability to excel in sport assigned. Contribute to education program as a whole and to growth of students involved in athletics. Duties will include: knowledge of CIF rules and protocols, manage and supervise athletic activities and contest, monitor and enforce student eligibility criteria, collaboration with administration and

				athletic director to schedule and coordinate competition, maintain inventory of all fixed assets, and manage other aspects related to the assigned sport.
22	Middle School or Elementary School Seasonal Sports Coach (per sport)	\$2,000	Season	Athletic coaches provide instruction and coach students to develop skills and ability to excel in sport assigned. Contribute to education program as a whole and to growth of students involved in athletics. Duties will include: knowledge of league rules and protocols, manage and supervise athletic activities and contest, monitor and enforce student eligibility criteria, collaboration with administration to schedule and coordinate competition, maintain inventory of all fixed assets, and manage other aspects related to the assigned sport.
23	Assistant coach HS (per sport)	\$1,500	Season	The assistant coach duties include assisting the head coach in all aspects of planning and supervision of team practices and games, team strength/conditioning programs, game scheduling, assisting with team eligibility processes, budget management, and manage other aspects related to the assigned sport.
24	Assistant coach MS/ES (per sport)	\$1,000	Season	The assistant coach duties include assisting the head coach in all aspects of planning and supervision of team practices and games, team strength/conditioning programs, game scheduling, assisting with team eligibility processes, budget management, and manage other aspects related to the assigned sport.
25	Referee assignment	\$40	GAME	In case we can't locate a referee and one of our team members conduct this duty during the game
26	Dual enrollment college co-teacher after hours	\$1,500	Course	The co-teacher will work with students who are enrolled in college courses outside of the regular school day to follow up on student attendance, work submission, logistical support for students and will serve as the liaison between the professor and the students. The co-teacher will also attend all synchronous course sessions taught by college professors as well as provide at least 1 additional hour of support per week to students outside of the professor's synchronous sessions to support students. Further, the co-teacher will follow up with the professor, students, parents and school administration to provide targeted interventions to support students who are struggling with academics and attendance matters. This stipend is paid for each 1 college course of support.
27	Targeted Intervention	\$50.00	Hourly	After reviewing data (NWEA, SBAC etc) a certificated teacher will host a small group (no more than 10 students) of intervention outside of the classroom time. Pre and Post data will be required to measure specific student growth during the intervention. The teacher will be required to send parents notification letters to invite them to the intervention groups for at least 6 weeks. The intervention must occur at least 2-3 times per week and for increments of 4-8 weeks in length.
28	Parent meeting outside home	\$50	Visit	As an ever evolving community school connection with families, we will allow educators to coordinate Magnolia Family visits at a community based location open to the public as an opportunity to connect families with community resources. This will be an extension of a project focused on community reflective tours.
29	Administrative Hearing Committee	\$70	HOUR	The Administrative Hearing Panel is a specialized committee composed of certificated teachers and administrators with experience in education law and student discipline, designed to hear cases on behalf of the governing board. The panel is to be impartial and "on call" to hear cases related to expulsions, involuntary removal, records review, etc. Meetings will be held in person or via Zoom, depending on the case, with a maximum of 2 hours of service.

				Appointments to the Panel will be approved by the site principal and Director of Student Services. Max 2 hours. Mileage reimbursement available for in person attendance to hearings.
30	Intersession Instruction (Winter, Spring, etc.)	\$70	HOURLY	Teach enrichment, intervention and remediation courses and programs. Supervise students and manage related operations.

NARRATIVE

- 1) For additional duties assigned on an annual basis, the coefficient is \$1,000 per add-on point. The pay for additional duties assigned on a one-time basis may be per hour, per day, per event, or another increment selected by the School. One-time assignments are not limited to one-time use and may be elected as needed throughout the school year.
- 2) Additional duties for employees will be assigned add-on points or pay as indicated in the respective tables. These duties have to be approved by the school administration, and for annual assignments by the school administration and the Home Office, prior to the duties being performed.
- 3) Pay for additional duties is not part of an employee's base salary; it represents earnings on top of the base employee salary designated for the extra duties performed.
- 4) Payment for additional duties will be made during and only for the fiscal year in which the duties are performed. Depending on the duties, this amount can be prorated across all paychecks for the work year (annual assignments) or paid in the pay period in which the work was performed (one-time assignments).
- 5) Final decision for any add-on points or one-time pay will be made by the school administration and the Home Office.

Revision History:

Revision	Date	Description of changes	Requested By
0	5/12/14	Initial Release	David Yilmaz
1	3/10/16	The difference in pay between teachers teaching different subjects is removed; one percent is added to base pay (excluding benefits).	Terri Boatman
2	3/8/17	Additional duties and corresponding add-on points are revised by the Home Office.	Orielle Revish
3	3/8/18	Edited to reflect new base school salaries and language for employee evaluation ratings. Prior and total experience caps, prior experience pay, and available performance pay amounts are revised. Added details for performance pay. Included position points for non-classroom-based academic positions. Also added language for signing bonus, waiver, and rounding semi-monthly salary to the next whole dollar amount.	David Yilmaz
4	3/21/19	Base school salary increased from \$46,600 to \$50,000 for MSA-1 through MSA-8 and from \$46,600 to \$48,000 for MSA-Santa Ana and MSA-San Diego.	Suat Acar
5	05/27/20	Base school salary increased from \$50,000 to \$52,000 for MSA-1 through MSA-8 and from \$48,000 to \$50,000 for MSA-Santa Ana and MSA-San Diego	Suat Acar
6	06/03/21	Base school salary increased from \$48,000 to \$49,000 for MSA- Santa Ana and MSA-San Diego and the \$52,000 base school salary for MSA-3 through MSA-8 is decreased to \$51,000 for 2021-22 school year. Position points for Education Specialist and Psychologist increased from 10 points to 15 points. A new position, School Social Worker is added. Minor changes/details were added throughout the pay raise scale for clarifying purposes. Updated the annual assignment and one-time assignment lists.	Suat Acar
7	02/10/22	Adding regular/virtual home visit one-time annual assignment to school leaders pay raise scale	Suat Acar

8	04/06/22	Base school salary increased to \$53,000 for MSA- Santa Ana and MSA-San Diego. Base school salary increased to \$57,000 for MSA-1-8. A new position, Athletic Director is added. Minor changes/details were added throughout the pay raise scale for clarifying purposes. Updated the annual assignment and one-time assignment lists.	Suat Acar
9	06/08/22	Base school salary increased to \$57,000 for MSA- Santa Ana and MSA-San Diego. New positions with three tiers, Alumni Success Coaches are added. Degree and Credential point(s) reflection to the agreement has been added.	Suat Acar
10	10/13/22	Instructional coach annual assignment is added. Saturday school one-time assignment has increased to \$70 per hour.	Suat Acar
11	03/09/23	Base school salary increased to \$59,000 for MSA-3, 4, 6, 7, Santa Ana and MSA-San Diego. Base school salary increased to \$61,000 for MSA-1, 2, 5, and 8.	Suat Acar
12	06/22/23	The title of Guidance Counselor changed to School Counselor. One time assignments hourly rates of Parent Academy Coordinator and Parent Academy Teacher increased from \$50 to \$70. All additions and changes on the annual assignments have been highlighted in yellow.	Suat Acar
13	04/11/24	Base school salary increased to \$61,000 for MSA-3, 4, 6, 7, San Diego and Santa Ana.	Fiorella Del Carpio
14	06/07/24	Instructional coach (10 position points), speech therapist (15 position points), add lead teacher (10 points) annual assignment list, SPED Coordinator (15 position points) are added. Athletic director position is increased to 5 points. Substitute teacher pay policy is added.	Fiorella Del Carpio
15	07/11/24	Addition of Guidance Counselor position (5 points)	Fiorella Del Carpio
16	4/10/25	Addition of new MSA-Orange County schools. Addition of clarifying language for the starting pay rate of \$35 per hour for substitute teachers	Fiorella Del Carpio



MPS EMPLOYEE PAY RAISE SCALE

SCHOOL LEADER POSITIONS

Last Amended: 04/10/2025

MPS EMPLOYEE PAY RAISE SCALE (SCHOOL LEADER POSITIONS)

SALARY CALCULATIONS

Components of Employee Pay

School Level: School Leader Positions		
1.	<div> <div>Base School Salary</div> <div>+</div> </div>	□ Base Employee Salary
2.	<div> <div>Employee Qualifications Pay</div> <div>+</div> </div>	
3.	<div> <div>Position Pay (where applicable)</div> </div>	
4.	Employee Performance Pay	

Narrative:

- 1) The MPS Board of Directors will work closely with the Home Office to review and update this Employee Pay Raise Scale and approve it at one of its meetings prior to the start of the fiscal year in which it applies.
- 2) This Board-approved pay raise scale will be in effect as of July 1, 2024 and until the Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.
- 3) This policy replaces and overrides any previous pay/bonus policy.
- 4) This pay raise scale applies to all full-time school leaders, i.e., principals, APs, and deans.
- 5) Pay for school leader positions has four major components: base school salary, employee qualifications pay, position pay, and employee performance pay. Base school salary, employee qualifications pay, and position pay make up the base employee salary. Employee Performance Pay is a variable pay based on employee's performance rating and is not part of the base employee salary.
- 6) Performance pay may be awarded to regular, full-time employees based on the employee meeting performance metrics during the school year. Only those regular, full-time employees who have worked at least 85% of the workdays between the start of the school year and May 15 may be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year, or for part-time, temporary, or seasonal employees. Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one- time lump-sum amount** in June simultaneous with the end of the school year and reported in the same school year in which the performance pay was earned. (See "Employee Performance" for details.)
- 7) The following salary bands will be applied to school leader positions:

Assistant Principal/Dean	Minimum: School Base Salary+Position Points
Principal	Minimum: \$100,000

If the pay raise calculations for a school leader result in an amount either below the band minimum or above the band maximum, the minimum or the maximum amounts will be applied respectively.
- 8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission. The employee will not be eligible to receive retroactive pay for any period before they reported the degree or credential to MPS and provided satisfactory documentation of the same
- 9) MPS pays semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.
- 10) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.
- 11) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Such bonus shall be paid at the end of the school year. Signing bonuses are

contingent upon the employee completing at least one

(1) year of service and any employee who fails to do so must return the signing bonus to the School.

12) The pay raise scale limitations/caps may be waived to increase base pay in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)

13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.

1) BASE SCHOOL SALARY

Base School Salary		
<u>Location</u>	<u>School</u>	<u>Base</u>
Los Angeles County (Reseda)	MSA-1	\$61,000
Los Angeles County (Van Nuys)	MSA-2	\$61,000
Los Angeles County (Carson)	MSA-3	\$61,000
Los Angeles County (Los Angeles)	MSA-4	\$61,000
Los Angeles County (Reseda)	MSA-5	\$61,000
Los Angeles County (Los Angeles)	MSA-6	\$61,000
Los Angeles County (Northridge)	MSA-7	\$61,000
Los Angeles County (Bell)	MSA-Bell	\$61,000
San Diego County (San Diego)	MSA-San Diego	\$61,000
Orange County (Santa Ana)	MSA-Santa Ana	\$61,000
Orange County (Anaheim)	MSA-Orange County	\$61,000
Orange County (Placentia/Yorba Linda)	MSA-Santa Ana	\$61,000

Narrative:

- 1) The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.
- 2) Based on the above parameters, the Board may adjust any elements of compensation including the Base School Salaries each year.

2) EMPLOYEE QUALIFICATIONS PAY

Qualifications				
Field #	Qualification	Coefficient	Points	Max
1	Degree	\$1,015	1 or 3. See notes.	3
2	Credential	\$1,015	1 or 2. See notes.	2
3	Prior Experience (Other)	\$1,015	1 for each year up to 15	15
4	Prior Experience (AP/Dean)	\$1,015	1 for each year up to 15	15
5	Prior Experience (Principal)	\$1,015	1 for each year up to 15	15
6	MPS Experience (Other)	\$1,015	1 for each year	N/A
7	MPS Experience (AP/Dean)	\$1,015	1 for each year	N/A
8	MPS Experience (Principal)	\$1,015	1 for each year	N/A

Narrative:

- 1) Degree: 1 point for master's degree; 3 points for doctoral degree. Points are non-cumulative; the highest degree will be considered. Any earned degree point(s) during the school year will be reflected in the agreement only until January 31st. After January 31st, all earned degree point(s) will be reflected in the next school year agreements.
- 2) Credential: 1 point for California Preliminary Administrative Services Credential; 2 points for California Clear Administrative Services Credential. Points are not added. Any earned credential point(s) during the school year will be reflected in the agreement only until January 31st. After January 31st, all earned credential point(s) will be reflected in the next school year agreements.
- 3) Prior Experience: Cap of 15 years will be applied for prior full-time school leader, teaching, and other related field work experience when the employee completed a full year of employment in the position. See the table above for coefficients. For prior experience that is more than 15 years, experience with higher coefficients will be prioritized, i.e., principal experience will be considered first, followed by AP/Dean experience and other related field work experience. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office.
- 4) MPS Experience: Prior full-time, regular employment with MPS in the same or a similar role. Each year of full-time employment with MPS shall count for 1 point if the employee worked at least 85% of the work year. Final decision will be made by the Home Office.
- 5) Qualifications pay is **NOT** an additional amount based on extra work. It is paid prorated over the course of the employee's work year and paid in the same amount for all employees in the position with the same qualifying points.

3) POSITION PAY

Position Points				
Assistant Principal	30			
Dean	25			
Principal	School Enrollment:			
Grade Span:	0-199	200-399	400-599	600+
K-5 or 6-8	30	35	40	45
K-8, 9-12 or 6-12	35	40	45	50
K-12	40	45	50	55
Narrative:				
<p>1) Position: See the table above for points for each position. Principal's position points will be based on the grade span of the school for the new work year and the school enrollment based on the P-2 report of the current year. Based on Census Day data of the new work year, i.e., first Wednesday of October, if an increase in enrollment requires an adjustment to the position points, updated position points will be used in prorated salary calculations as of November. Final decision will be made by the Home Office for extenuating circumstances.</p> <p>2) This is a component of Base Employee Salary as it is earned through the performance of the employee's regular job duties and NOT an additional amount based on extra work. It is paid prorated over the course of the employee's work year and paid in the same amount for all employees in the same position. Position pay is only separated to illustrate how pay is formed.</p>				

4) EMPLOYEE PERFORMANCE PAY

Available Performance Pay	
School Leader Positions	\$2,000

End-of-Year Overall Evaluation Ratings	
Rating	Earns % of Available Performance Pay
4: Highly Effective (HE)	100%
3: Effective (E)	100%
2: Developing (D)	0
1: Ineffective (I)	0

Narrative:

- 1) The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.
- 2) Employees who receive a “3: Effective (E)” and a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay. Those who receive a rating of 2 or 1 will be ineligible for performance pay. Available performance pay will be a maximum of \$2,000 for school leader positions.
- 3) Performance pay may be awarded to regular, full-time employees based on the employee meeting performance metrics during the work year. Only those regular, full-time employees who have worked at least 85% of the workdays between the start of the school year and May 15 may be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the work year, or for part-time, temporary, or seasonal employees.
- 4) Performance pay is **NOT** part of the employee’s base salary and will be paid separately in a **one-time lump-sum amount** on the June 20th payroll simultaneous with the end of the school year and reported in the same school year in which the performance pay was earned. (See "Employee Performance" for details.)
- 5) MPS believes in use of data in determining employee performance. As explained in detail in MPS’ board-approved employee evaluation protocols, survey and student assessment data as well as supervisor’s evaluation of the employee on California Professional Standards for Educational Leaders (CPSEL) are used in school leader evaluations.

MPS Board Approved Additional Duties-One Time Assignment for the 2025-26 School Year			
Additional Duties of School Admin – One-Time Assignment			
	COMPONENT NAME	DOLLAR AMOUNT	PER
1	Saturday School	\$70	HOURL
2	Home Visit Program	\$50	VISIT
3	Virtual Home Visit	\$25	VISIT
4	Admin Teaching in Class (Covering for an absent teacher is excluded)	\$50	PERIOD
5	School Camp-Trip-Only for Overnight Trips Admin Support	\$200	DAY
6	Weekend Events Administrative Support. Supporting school events in regards to athletic, promotional activities. Eligibility threshold starts after providing 10 hours first. Hours after 10 hours will be honored to the staff. Max 25 hours a year.	\$50	HOURL
7	Opening/facilitating the MPS Board of Director meetings	\$70	UP TO 1 HOURL
8	Opening/facilitating the MPS Board of Director meetings	\$210	1- 3 HOURLS
9	Opening/facilitating the MPS Board of Director meetings	\$350	3 PLUS HOURLS
10	Administrative Hearing Committee	\$70	HOURL
11	Intersession Instruction (Winter, Spring, etc.)	\$70	HOURL

Revision History:

Revision	Date	Description of changes	Requested By
0	5/12/14	Initial Release	David Yilmaz
1	3/25/15	One percent is added to base pay (excluding benefits); base school salaries and coefficients for employee qualifications are revised.	Oswaldo Diaz
2	5/12/16	Salary bands are introduced.	Terri Boatman
3	3/8/18	Edited to reflect new base school salaries and language for employee evaluation ratings. The band maximums, coefficients for employee qualifications, and available performance pay amounts are revised; school enrollment is made a factor in principal position points. Added details for performance pay. Also added language for signing bonus, waiver, and rounding semi-monthly salary to the next whole dollar amount.	David Yilmaz
4	3/21/19	-Base school salary increased from \$46,600 to \$50,000 for MSA-1 through MSA-8 and from \$46,600 to \$48,000 for MSA-Santa Ana and MSA-San Diego. -Position points for Assistant Principal/Dean under the “Employee Qualifications Pay” increased from 15 points to 20 points. (Proposed separately in Board Agenda Item III. C)	Suat Acar
5	05/27/20	-Base school salary increased from \$50,000 to \$52,000 for MSA-1 through MSA-8 and from \$48,000 to \$50,000	Suat Acar
6	06/03/21	Base school salary increased from \$48,000 to \$49,000 for MSA- Santa Ana and MSA-San Diego and the \$52,000 base school salary for MSA-3 through MSA-8 is decreased to \$51,000 for 2021-22 school year. Added clarifying details for one-time signing bonus.	Suat Acar
7	02/10/22	Adding regular/virtual home visit one-time annual assignment to school leaders pay raise scale	Suat Acar

8	04/06/22	Base school salary increased to \$53,000 for MSA- Santa Ana and MSA-San Diego. Base school salary increased to \$57,000 for MSA-1-8. A new position, Athletic Director is added. Minor changes/details were added throughout the pay raise scale for clarifying purposes. Updated the annual assignment and one-time assignment lists.	Suat Acar
9	06/08/22	Base school salary increased to \$57,000 for MSA- Santa Ana and MSA-San Diego. Degree and Credential point(s) reflection to the agreement has been added.	Suat Acar
10	10/13/22	Clarifying language added to one-time annual assignment for Admin Teaching in Class (Covering for an absent teacher is excluded). Saturday school one-time assignment has increased to \$70 per hour.	Suat Acar
11	03/09/23	Base school salary increased to \$59,000 for MSA-3, 4, 6, 7, Santa Ana and MSA-San Diego. Base school salary increased to \$61,000 for MSA-1, 2, 5, and 8. The position point for Assistant Principal increased from 25 to 30. Updated the one-time assignment list	Suat Acar
12	6/22/23	New two one-time assignments have been added and highlighted in yellow.	Suat Acar
13	04/11/24	Base school salary increased to \$61,000 for MSA-3, 4, 6, 7, San Diego and Santa Ana.	Fiorella Del Carpio
14	4/10/25	Addition of new MSA-Orange County schools. Updated language for the Assistant Principal/Dean Minimum salary to School Base Salary+ Position Points	Fiorella Del Carpio



2025-26 Budget

Challenges to School Budgets

ESSER

One-time funds have ended while achievement gaps continue

Economy

Rising costs continue to outpace revenue growth

Enrollment

Declining K-12 public school enrollment across many areas in the US

Employees

Competitive landscape for talent

Expectations

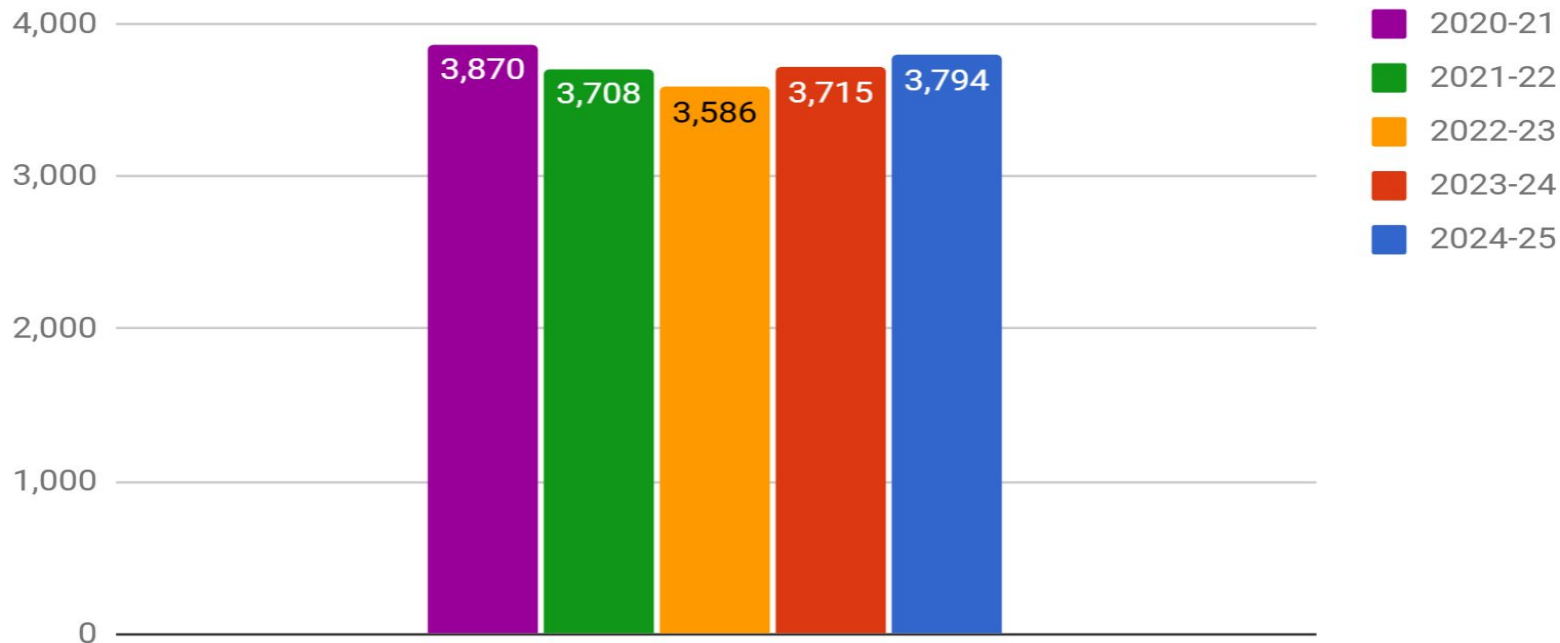
Increased pressure and expectation for services

Environment

Federal policy and funding uncertainty necessitates scenario planning

MPS- Historical Enrollment Trend

MPS Historical Enrollment



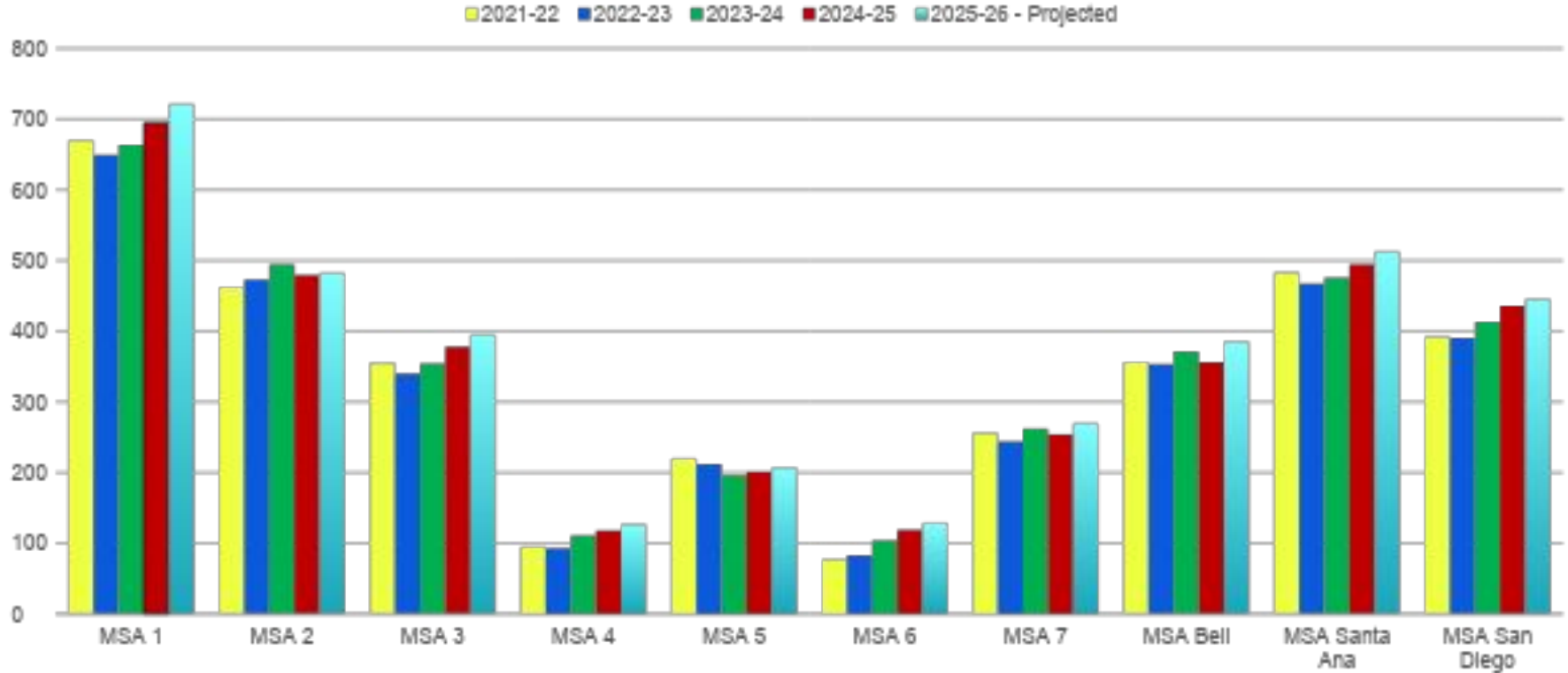
MPS enrollment organization wide has been relatively steady with a 2 percent decline over a five-year period

Enrollment

MPS	2024-2025		2025-2026	
	April 10, 2024		April 8, 2025	
	Completed Registrations	Total Applications	Completed Registrations	Total Applications
Magnolia Science Academy 1	87	146	74	131
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Total	616	964	622	1017

Historical Average Daily Attendance - Funded

Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday April 10, 2025 at 4:30 PM



While Average Daily Attendance varies by individual site, overall ADA is up by 5 percent MPS-wide since 2021; more kids are coming to school since the pandemic

ADA Breakdown

P-2 ATTENDANCE School Year 2023-2024

2023-2024

School	Target Enrollments	Total ADA	ADA %
MSA-1	700	662.71	93.17%
MSA-2	530	495.41	93.30%
MSA-3	400	354.05	91.95%
MSA-4	120	110.6	89.60%
MSA-5	239	195.64	91.93%
MSA-6	110	103.58	92.80%
MSA-7	287	262.23	93.56%
MSA-8	394	371.04	92.50%
MSA-SA	520	476.18	94.21%
MSA-SD	430	413.05	93.98%
MPS Wide	3730	3503.70	93.05%

P-2 ATTENDANCE School Year: 2024-2025

School	2024-2025 Target Enrollments	Total ADA	ADA %
MSA-1	715	684.87	92.39%
MSA-2	564	479.24	93.26%
MSA-3	405	373.38	91.83%
MSA-4	144	123.03	91.50%
MSA-5	239	195.44	92.01%
MSA-6	121	121.93	94.55%
MSA-7	287	248.80	92.95%
MSA-8	405	353.98	92.64%
MSA-SA	520	496.39	94.74%
MSA-SD	440	435.80	94.58%
MPS Wide	3840	3517.99	93.14%

Proposed FY 2025-26 Pay raise Increase

- **\$1,015 MPS experience increase** for certificated employees for 2025-26
- **1.66% increase** in pay raise on **classified** employees for 2025-26.
- To be approved by the MPS Board of Directors on **Thursday, April 10th.**

We invite you to join the board meeting from 4:30-8:00 PM

Item #

Proposed FY 2025-26 Adopted Budgets

	2025-26 Budget Projections											
	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SD	MERF	
	767	513	430	145	230	160	295	410	545	474	1	
Revenue												
LCFF Entitlement	\$ 11,453,593	\$ 7,644,191	\$ 5,899,637	\$ 2,280,412	\$ 3,449,826	\$ 2,255,779	\$ 4,228,759	\$ 5,546,586	\$ 8,150,390	\$ 5,154,458	\$ 1,900,000	CSGF
Federal Revenue	\$ 613,987	\$ 568,606	\$ 252,802	\$ 120,592	\$ 440,305	\$ 438,562	\$ 257,161	\$ 294,385	\$ 478,095	\$ 506,113	\$ 200,000	Silicon School's Fund
Other State Revenue	\$ 3,367,010	\$ 1,650,276	\$ 1,232,049	\$ 300,764	\$ 893,977	\$ 532,524	\$ 1,595,085	\$ 1,071,668	\$ 2,462,500	\$ 1,648,597	\$ 7,176,120	CMO Fee
Local Revenue	\$ 200,440	\$ 128,655	\$ 21,174	\$ 123,549	\$ 26,873	\$ 142,023	\$ 307,071	\$ 358,178	\$ 105,836	\$ 62,592	\$ 83,300	Other (CYBHI)
Fundraising & Grants	\$ 9,094	\$ 30,479	\$ 14,771	\$ 21,781	\$ 8,166	\$ 10,042	\$ 5,106	\$ 7,049	\$ 106,544	\$ 62,592		
Total Revenue	\$ 15,644,123	\$ 10,022,207	\$ 7,420,433	\$ 2,847,099	\$ 4,819,147	\$ 3,378,930	\$ 6,393,182	\$ 7,277,866	\$ 11,303,365	\$ 7,434,353	\$ 9,359,420	
Expense												
Certificated Salaries	\$ 4,856,750	\$ 2,832,684	\$ 2,635,163	\$ 1,119,990	\$ 1,762,269	\$ 1,149,382	\$ 1,830,100	\$ 2,421,886	\$ 3,565,886	\$ 2,546,369		
Classified Salaries	\$ 1,771,458	\$ 1,147,240	\$ 868,240	\$ 235,802	\$ 766,115	\$ 400,859	\$ 893,860	\$ 960,795	\$ 1,404,210	\$ 404,370	\$ 5,368,702	
Employee Benefits	\$ 2,524,544	\$ 1,439,472	\$ 1,404,920	\$ 545,753	\$ 928,477	\$ 596,167	\$ 1,043,288	\$ 1,280,732	\$ 1,911,960	\$ 1,006,131	\$ 1,847,257	
Books & Supplies	\$ 564,360	\$ 434,848	\$ 223,175	\$ 87,002	\$ 250,930	\$ 176,966	\$ 140,000	\$ 327,224	\$ 389,258	\$ 396,868	\$ 213,445	
Services & Other Operating Expenses	\$ 5,211,858	\$ 4,099,660	\$ 2,236,860	\$ 840,153	\$ 1,027,802	\$ 993,747	\$ 2,375,718	\$ 2,192,243	\$ 2,997,267	\$ 2,453,999	\$ 1,918,257	
Capital Outlay & Depreciation	\$ 265,047	\$ 51,533	\$ 50,777	\$ 11,718	\$ 25,628	\$ 3,520	\$ 74,844	\$ 58,813	\$ 669,756	\$ 50,950	\$ 515	
Other Outflows	\$ 15,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 344,339	\$ 3,270	\$ -	
Total Expense	\$ 15,209,460	\$ 10,005,437	\$ 7,419,135	\$ 2,840,418	\$ 4,761,221	\$ 3,320,641	\$ 6,357,810	\$ 7,241,693	\$ 11,282,675	\$ 6,861,956	\$ 9,348,177	
Net Income	434,664	16,770	1,298	6,681	57,926	58,289	35,372	36,173	20,690	572,396	11,243	
ditional enrollments needed to balance	0	0	0	0	0	0	0	0	0	0	N/A	

Financial Responsibility in School Budgeting

How Can We Ensure Fiscal Responsibility?

- ✓ **Data-Driven Decision-Making:** Use enrollment, ADA, and performance metrics to guide spending
- ✓ **Budget Alignment:** Ensure spending reflects school goals and instructional needs
- ✓ **Regular Financial Reviews:** Track expenses vs. budgeted amounts monthly
- ✓ **Engage Stakeholders:** Work with finance teams, teachers, and leadership on budget planning
- ✓ **Plan for Contingencies:** Build reserves for unexpected expenses

Budget Stabilization: Addressing Challenges

Why is Budget Stabilization Needed?

- Many districts and schools are running a deficit due to the expiration of key one-time funding sources
- Below funds previously helped stabilize budgets or limit deficits, but they will not be available moving forward
- Without adjustments, schools' risk financial instability and reduced resources for students

Key Expiring Funding Sources

- ⊘ 6762 Arts & Music Block Grant
- ⊘ 7412 A-G Access/Success Grant
- ⊘ 7413 A-G Learning Loss Mitigation Grant
- ⊘ 7435 Learning Recovery Emergency Block Grant

Key Milestones & Deadlines

Task	Date	Responsible Parties
Governor's Preliminary Budget Released	January 2025	Finance Team
Enrollment Planning & Projections	February 2025	Principals, CIO, C-Team
Annual Compensation Changes/Increases	March 2025	P&C, CEO, Finance, C-team
Staffing Plans Finalized	March 3-28, 2025	Principals, CAO, CSO, and P&C
First Draft of School Budgets Presented	March 2025	Finance, Principals
Budget Reviews & Adjustments	March-April 2025	Finance, Home Office, Principals
Board Approval of Pay Raise Scale	April 10, 2025	Finance & P&C
Staffing Meeting to update Adaptive	April 21-22	Finance, P&C, Principals
Final Budget Submission & Approval	June 2025	CEO, Board, C-team, Finance

2025-26 Agreement Timeline

Task	Date	Responsible Parties
P&C Send Teacher Agreements to Principals & NCBA Staff + Waivers	April 29th, 2025	P&C Department
Academic Team will lock Summer School sheet	May 5th, 2025	Principals, CIO, C-Team
P&C Send Summer School Agreements to Principals	May 9th, 2025	P&C Department
P&C Send Classified Agreements to Principals	May 14th, 2025	P&C Department
P&C Send Admin Agreements (except Principals) to Principals	May 21st, 2025	P&C Department

Coversheet

Approval of MPS School Site Classified Employees' Pay Raise Schedule for 2025-26

Section: V. Action Items
Item: D. Approval of MPS School Site Classified Employees' Pay Raise
Schedule for 2025-26
Purpose: Vote
Submitted by:
Related Material:
V_D_School Site Classified Employees' Pay Raise Schedule for 2025-26.pdf



Agenda Item:	V D: Action Item
Date:	April 10, 2025
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
RE:	Approval of MPS School Site Classified Employees’ Pay Raise Schedule for 2025-26

Action Proposed:

I move that the Board approve the MPS school site classified employee's pay raise schedule for 2025-26 fiscal year.

Background:

Each fiscal year (“FY”), MPS evaluates an equitable salary increase for classified employees. The Home Office reviews school budgets and collaborates with school leadership teams to determine the most appropriate raise schedules for each site.

Analysis:

Based on the budget analysis, the home office proposes a 1.66 percent increase for **all MPS school sites** classified hourly staff.

Some key notes:

- Addition of Mental Health Support Provider position. For the 2025-26 school year, MSA-1 will hire one (1) full-time position and MSA-SA will hire one (1) part-time position.
- Currently in this 2024-25 Fiscal Year, there are 156 classified employees working at MPS sites under this pay raise structure; 19 part-time, 135 full-time, 2 temporary. The following projections are done using the same numbers of the current fiscal year to see the impacts for the 2025-26 fiscal year.
- There are Part Time and Full Time employees working for MPS Sites. The FT employees can have 11 or 12 month agreements. The 11 month employees expect to get 22 pay periods, 48 weeks x 30 hours=1,440 hours in total in a fiscal year. The 12 month full time employees get 2,080 hours in a fiscal year.
- Additionally, classified employees will be eligible for one-time annual assignment duties. Based on the Appendix 1 document, in 2025-26 FY, classified exempt employees will be paid based on the respective indicated dollar amount per duty *unless specified in their job description otherwise*. Non-exempt classified employees will be paid based on their regular hourly rate of pay when performing such duties.

**Chart 1: Current 2024-25 FY Classified Titles and average rates**

Position	Count of Position	Average of Hourly Rate (\$)
Administrative Assistant	3	28.62
After School Coach & Coordinator	2	27.50
After School Coach & Instructor	2	30.30
After School Coordinator	2	25.45
Ases Frontline Staff Member	2	18.17
Athletic Director/PBIS Coordinator	1	37.33
Behavior Implementation Intervn & Coach	1	25.50
Campus Aide	6	21.99
Coach	1	23.00
Coach & Teacher Aide	2	25.88
Campus Supervisor	3	22.15
Community Schools Coordinator	9	37.91
Community Schools Liaison	3	34.77
Custodian	12	21.27
Custodian and Landscaper	1	20.00
Discipline Coordinator	7	34.20
ELOP (Expanded Learning Opportunity Program) Site Coordinator	1	45.00
ELOP After School Coach/Instructor and Supervisor	2	22.01
ELOP Site Manager	2	33.29
Facility Manager	1	34.44
Family Success Coordinator	9	34.12
Intervention Teacher Aide	1	45.00
IT Manager	6	45.40
IT Technician and Campus Aide	1	30.60



Library Clerk	1	29.42
Meal Server	2	18.20
Mental Health Support Provider	2	25.50
Music Instructor	1	36.40
Office Administrator	2	23.89
Office Clerk	8	23.66
Office Manager	11	36.30
Paraprofessional	11	23.05
Paraprofessional & ASES Frontline Worker	1	19.93
Restorative Justice Coordinator	1	36.21
Social Worker	1	38.34
SPED Aide	19	23.83
SPED Aide & After School Coach	1	26.00
SPED Aide & Paraprofessional	3	22.89
Teacher Aide	13	22.74
Teacher Aide & Campus Aide	1	26.25
TK Teacher Aide	1	20.80
Grand Total/Average	156	28.03

Budget Implications:

The proposed 2025-26 salary for the classified employees, including a 1.66% increase, will result in an estimated total increase of \$201,692.58 to the budget. This includes:

- Classified Salaries: \$148,303.37
- Employee Benefits: \$53,389.21



Exhibits (attachments):

- Annual one- time assignments
- [Mental Health Support Provider job description](#)



APPENDIX 1

MPS Board Approved Additional Duties-One Time Assignment for the 2025-26 School Year				
Additional Duties – One-Time Assignment				
	COMPONENT NAME	DOLLAR AMOUNT	PER	DESCRIPTION
* Hourly staff will not be paid according to the below rates but will be paid with respect to their hourly rates to the extent their job duties encompass any of the duties below.				
1	Home Visit Program	\$50	VISIT	Refer to Home Visit Policy
2	Virtual Home Visit	\$25	VISIT	Refer to Home Visit Policy
3	Saturday School	\$70	HOURLY	Refer to School Admin
4	Parent Academy Coordinator	\$70	HOURLY	Refer to School Admin
5	Parent Academy Teacher	\$70	HOURLY	Refer to School Admin
6	After School Coordinator	\$30	HOURLY	Refer to School Admin
7	After School Support	\$30	HOURLY	Refer to School Admin
8	Zero Period Assistance	\$30	HOURLY	Refer to School Admin
9	Substituting for another teacher	\$50	PERIOD	Refer to School Admin
10	Edge Coaching-Mentoring	\$35	HOURLY	Refer to School Admin
11	Providing PD/Workshop	\$50	HOURLY	Refer to School Admin
12	School Camp-Trip-Only for Overnight Trips	\$200	DAY	Refer to School Admin
13	SAT/ACT or College Prep Boot Camp	\$30	HOURLY	Refer to School Admin
14	Assisting enrollment recruitment event, orientation meeting, open houses	\$50	HOURLY	Refer to School Admin
15	Saturday/Sunday Community Activity (STEAM EXPO, Festivals or similar events)	\$150	EVENT	Refer to School Admin
16	Assisting Saturday or Summer New student Testing Proctor	\$35	HOURLY	Refer to School Admin
17	Extra Tutoring Sessions	\$30	HOURLY	Refer to School Admin
18	Attending PDs stipend (weekends, holidays, and summer; outside of work days)-Max 4 Days	\$150	DAY	Refer to School Admin
19	Attending Trainings Outside Class Hours (such as Infinite Campus)	\$30	HOURLY	Refer to School Admin
20	Sustained Silent Reading (SSR) Period & Advisory Period Coverage	\$35	PERIOD	Refer to School Admin



21	High School Seasonal Sports Coach (per sport)	\$2,500	Season	Athletic coaches provide instruction and coach students to develop skills and ability to excel in sports assigned. Contribute to the education program as a whole and to the growth of students involved in athletics. Duties will include: knowledge of CIF rules and protocols, manage and supervise athletic activities and contests, monitor and enforce student eligibility criteria, collaboration with administration and athletic director to schedule and coordinate competition, maintain inventory of all fixed assets, and manage other aspects related to the assigned sport.
22	Middle School or Elementary School Seasonal Sports Coach (per sport)	\$2,000	Season	Athletic coaches provide instruction and coach students to develop skills and ability to excel in sports assigned. Contribute to the education program as a whole and to the growth of students involved in athletics. Duties will include: knowledge of league rules and protocols, manage and supervise athletic activities and contests, monitor and enforce student eligibility criteria, collaboration with administration to schedule and coordinate competition, maintain inventory of all fixed assets, and manage other aspects related to the assigned sport.
23	Assistant coach HS (per sport)	\$1,500	Season	The assistant coach duties include assisting the head coach in all aspects of planning and supervision of team practices and games, team strength/conditioning programs, game scheduling, assisting with team eligibility processes, budget management, and managing other aspects related to the assigned sport.
24	Assistant coach MS/ES (per sport)	\$1,000	Season	The assistant coach duties include assisting the head coach in all aspects of planning and supervision of team practices and games, team strength/conditioning programs, game scheduling, assisting with team eligibility processes, budget management, and managing other aspects related to the assigned sport.
25	Referee assignment	\$40	GAME	In case we can't locate a referee and one of our team members conduct this duty during the game
26	Dual enrollment college co-teacher after hours	\$1,500	Course	The co-teacher will work with students who are enrolled in college courses outside of the regular school day to follow up on student attendance, work submission, logistical support for students and will serve as the liaison between the professor and the students. The co-teacher will also attend all synchronous course sessions taught by college professors as well as provide at least 1 additional hour of support per week to students outside of the professor's synchronous sessions to support students. Further, the co-teacher will follow up with the professor, students, parents and school administration to provide targeted interventions to support students who are struggling with academics and attendance



				matters. This stipend is paid for each 1 college course of support.
27	Targeted Intervention	\$50.00	Hourly	<p>After reviewing data (NWEA, SBAC etc) a certificated teacher will host a small group (no more than 10 students) of intervention outside of the classroom time.</p> <p>Pre and Post data will be required to measure specific student growth during the intervention. The teacher will be required to send parents notification letters to invite them to the intervention groups for at least 6 weeks.</p> <p>The intervention must occur at least 2-3 times per week and for increments of 4-8 weeks in length.</p>
28	Parent meeting outside home	\$50	Visit	<p>As an ever evolving community school connection with families, we will allow educators to coordinate Magnolia Family visits at a community based location open to the public as an opportunity to connect families with community resources.</p> <p>This will be an extension of a project focused on community reflective tours.</p>
29	Administrative Hearing Committee	\$70	HOURLY	<p>The Administrative Hearing Panel is a specialized committee composed of certificated teachers and administrators with experience in education law and student discipline, designed to hear cases on behalf of the governing board. The panel is to be impartial and “on call” to hear cases related to expulsions, involuntary removal, records review, etc. Meetings will be held in person or via Zoom, depending on the case, with a maximum of 2 hours of service.</p> <p>Appointments to the Panel will be approved by the site principal and Director of Student Services. Max 2 hours. Mileage reimbursement available for in person attendance to hearings.</p>
30	Intersession Instruction (Winter, Spring, etc.)	\$70	HOURLY	<p>Teach enrichment, intervention and remediation courses and programs. Supervise students and manage related operations.</p>

Job Posting: Mental Health Support Provider - Full-Time MSA 1

Position: Mental Health Support Provider - The Family Wellness Center (Full-Time Classified)

Location: Magnolia Science Academy 1 (Reseda, CA)

Schedule: Tuesday - Friday, 9:00 AM - 5:30 PM (with a designated lunch break) and Saturday, 9:00 AM - 1:00 PM

Overview:

Magnolia Science Academy 1 (MSA 1) is seeking a motivated and compassionate **Mental Health Support Provider** to join our team as part of the **Children and Youth Behavioral Health Initiative (CYBHI)**. As part of this grant-funded initiative, we are launching **The Family Wellness Center** to expand mental health support services for students. This full-time role offers an excellent opportunity for individuals pursuing a career in mental health, psychology, or counseling to gain hands-on experience while working under the supervision of licensed mental health professionals.

In addition to supporting The Family Wellness Center, the mental health support provider will assist the school's clinician with various responsibilities to ensure comprehensive mental health services are available to students.

Key Responsibilities:

Responsibilities:

- Assist with intake processes for students and families, including conducting preliminary assessments and gathering background information.
- Provide individual and group counseling to students facing emotional, behavioral, or academic challenges.
- Support Social Workers and School Psychologists in developing client profiles based on behavioral health assessments.
- Help monitor student progress, set personal goals, and document client interactions and treatment plans.

- Participate in weekly team meetings with licensed psychologist/social worker and school mental health team to discuss client progress, challenges, and treatment strategies.
- Maintain accurate and confidential documentation in compliance with ethical and legal guidelines.

Additional Responsibilities:

- Support crisis intervention and conflict resolution efforts within the school.
 - Assist in developing and implementing social-emotional learning programs.
 - Collaborate with school staff, parents, and community resources to address students' mental health needs.
 - Conduct assessments and contribute to the creation of intervention plans.
 - Attend training, supervision meetings, and professional development sessions.
 - Other duties as assigned.
-

Qualifications:

- Currently pursuing a graduate degree in psychology, social work, counseling, or a related field, or a recent graduate.
- Strong communication and interpersonal skills.
- Ability to work effectively in a collaborative team environment.
- Familiarity with motivational interviewing and trauma-informed care is a plus.
- Commitment to maintaining confidentiality and ethical standards.
- Previous experience or coursework in mental health is preferred.

Desired Qualifications:

- Fluency in Spanish, both spoken and written, to effectively communicate with diverse student populations and their families.
- Experience working in a school setting, preferably in a mental health or counseling capacity.
- Knowledge of evidence-based practices in mental health treatment.
- Proficiency in documenting clinical information and familiarity with case management practices.

- Strong organizational skills and attention to detail.
 - Ability to engage with students effectively and build rapport.
-

Compensation Details:

- **Position Type:** Classified Employee
 - **Hourly Rate:** \$23-28 DOE (Depending on experience)
 - **Duration:** One school year
 - **Benefits:** Hands-on training, mentorship from licensed professionals, and the opportunity to positively impact student mental health.
-

Conclusion:

The establishment of the full-time **Mental Health Support Provider** position will enhance our ability to provide comprehensive mental health services to students at **MSA 1** through **The Family Wellness Center** as part of the **Children and Youth Behavioral Health Initiative (CYBHI)**. This initiative will foster a collaborative and effective environment for both interns and students, ensuring greater support for students' social-emotional well-being.

Job Posting: Mental Health Support Provider - Part-Time Magnolia Science Academy Santa Ana (Santa Ana, CA)

Position: Mental Health Support Provider - The Family Wellness Center (Part-time Classified)

Location: Magnolia Science Academy Santa Ana (Santa Ana, CA)

Schedule: Weekdays, 2:30 PM - 6:00 PM (TBD days based on need); Saturdays 10:00 AM - 2:30 PM (as needed)

Overview:

Magnolia Science Academy Santa Ana is seeking a motivated and compassionate **Mental Health Support Provider** to join our team as part of the **Children and Youth Behavioral Health Initiative (CYBHI)**. As part of this grant-funded initiative, we are launching **The Family Wellness Center** to expand mental health support services for students. This full-time role offers an excellent opportunity for individuals pursuing a career in mental health, psychology, or counseling to gain hands-on experience while working under the supervision of licensed mental health professionals.

In addition to supporting The Family Wellness Center, the mental health support provider will assist the school's clinician with various responsibilities to ensure comprehensive mental health services are available to students.

The provider will focus solely on supporting The Family Wellness Center to help ensure students receive quality mental health services.

Key Responsibilities:

- Assist with intake processes for students and families, including conducting preliminary assessments and gathering background information.
- Provide individual and group counseling to students facing emotional, behavioral, or academic challenges.
- Support Social Workers and School Psychologists in developing client profiles based on behavioral health assessments.

- Help monitor student progress, set personal goals, and document client interactions and treatment plans.
 - Participate in weekly team meetings with licensed psychologist/social worker and school mental health team to discuss client progress, challenges, and treatment strategies.
 - Maintain accurate and confidential documentation in compliance with ethical and legal guidelines.
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Qualifications:

- Currently pursuing a graduate degree in psychology, social work, counseling, or a related field, or a recent graduate.
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Desired Qualifications:

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 - Knowledge of evidence-based practices in mental health treatment.
 - Proficiency in documenting clinical information and familiarity with case management practices.
 - Strong organizational skills and attention to detail.
 - Ability to engage with students effectively and build rapport.
-

Compensation Details:

- **Position Type:** Classified Employee

- **Hourly Rate:** \$23-\$28 DOE
 - **Hours:** Up to 19 hours per week
 - **Benefits:** Hands-on training, mentorship from licensed professionals, and the opportunity to positively impact student mental health.
-

Conclusion:

The establishment of the **Mental Health Support Provider** position at **MSA Santa Ana** will enhance our ability to provide vital mental health services to students through **The Family Wellness Center** as part of the **Children and Youth Behavioral Health Initiative (CYBHI)**.

This initiative will foster a supportive environment for both interns and students, ensuring greater access to mental health resources for the school community.



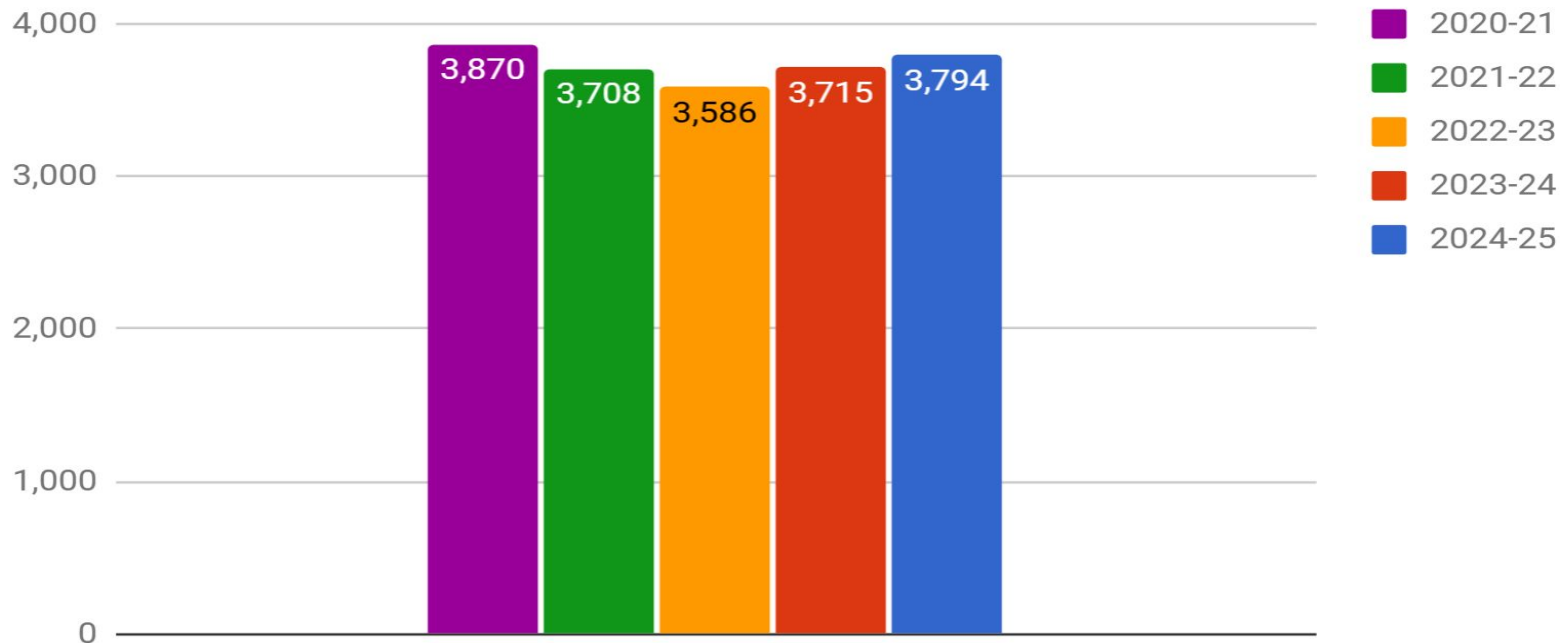
2025-26 Budget

Challenges to School Budgets

ESSER	One-time funds have ended while achievement gaps continue
Economy	Rising costs continue to outpace revenue growth
Enrollment	Declining K-12 public school enrollment across many areas in the US
Employees	Competitive landscape for talent
Expectations	Increased pressure and expectation for services
Environment	Federal policy and funding uncertainty necessitates scenario planning

MPS- Historical Enrollment Trend

MPS Historical Enrollment



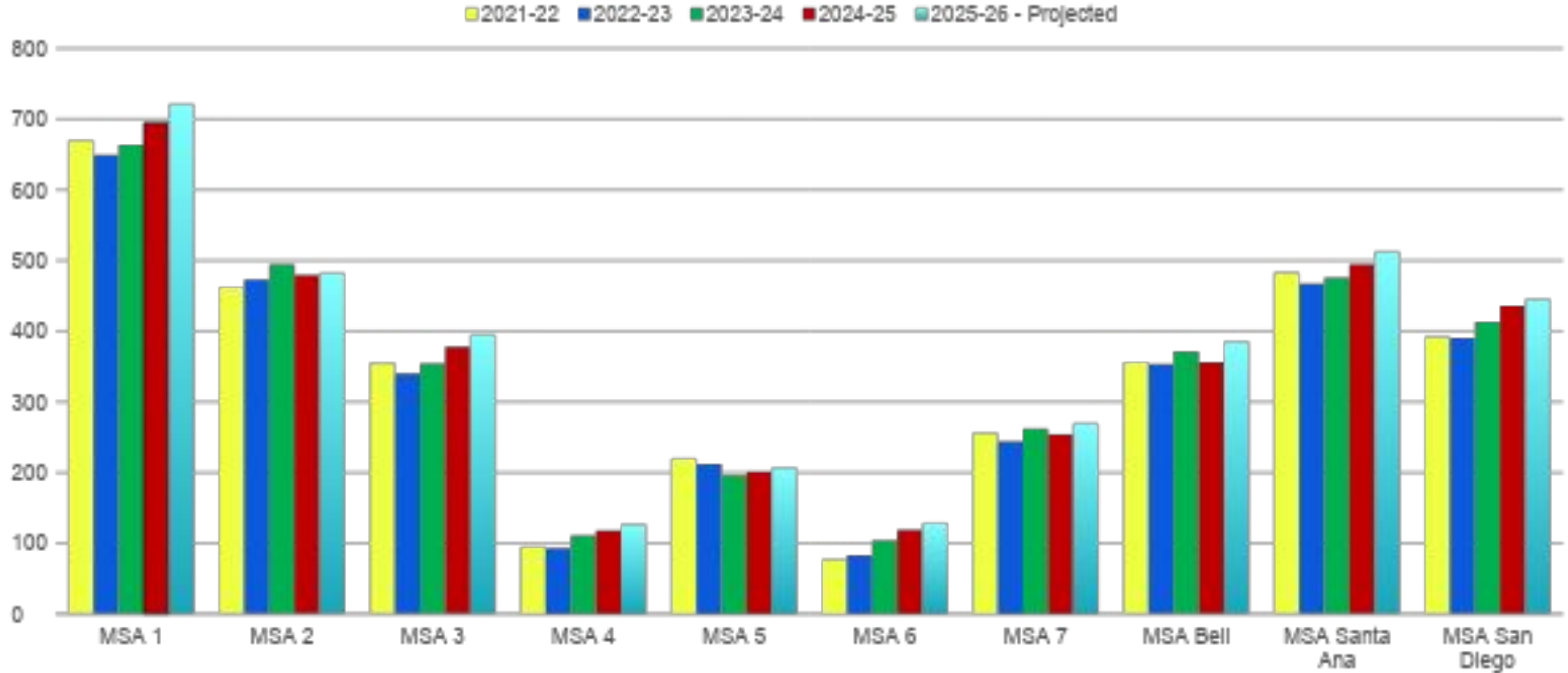
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MSA-3	400	354.05	91.95%
MSA-4	120	110.6	89.60%
MSA-5	239	195.64	91.93%
MSA-6	110	103.58	92.80%
MSA-7	287	262.23	93.56%
MSA-8	394	371.04	92.50%
MSA-SA	520	476.18	94.21%
MSA-SD	430	413.05	93.98%
MPS Wide	3730	3503.70	93.05%

P-2 ATTENDANCE School Year: 2024-2025

School	2024-2025 Target Enrollments	Total ADA	ADA %
MSA-1	715	684.87	92.39%
MSA-2	564	479.24	93.26%
MSA-3	405	373.38	91.83%
MSA-4	144	123.03	91.50%
MSA-5	239	195.44	92.01%
MSA-6	121	121.93	94.55%
MSA-7	287	248.80	92.95%
MSA-8	405	353.98	92.64%
MSA-SA	520	496.39	94.74%
MSA-SD	440	435.80	94.58%
MPS Wide	3840	3517.99	93.14%

Proposed FY 2025-26 Pay raise Increase

- **\$1,015 MPS experience increase** for certificated employees for 2025-26
- **1.66% increase** in pay raise on **classified** employees for 2025-26.
- To be approved by the MPS Board of Directors on **Thursday, April 10th**.

We invite you to join the board meeting from 4:30-8:00 PM

Item #

Proposed FY 2025-26 Adopted Budgets

	2025-26 Budget Projections											
	MSA-1	MSA-2	MSA-3	MSA-4	MSA-5	MSA-6	MSA-7	MSA-8	MSA-SA	MSA-SD	MERF	
	767	513	430	145	230	160	295	410	545	474	1	
Revenue												
LCFF Entitlement	\$ 11,453,593	\$ 7,644,191	\$ 5,899,637	\$ 2,280,412	\$ 3,449,826	\$ 2,255,779	\$ 4,228,759	\$ 5,546,586	\$ 8,150,390	\$ 5,154,458	\$ 1,900,000	CSGF
Federal Revenue	\$ 613,987	\$ 568,606	\$ 252,802	\$ 120,592	\$ 440,305	\$ 438,562	\$ 257,161	\$ 294,385	\$ 478,095	\$ 506,113	\$ 200,000	Silicon School's Fund
Other State Revenue	\$ 3,367,010	\$ 1,650,276	\$ 1,232,049	\$ 300,764	\$ 893,977	\$ 532,524	\$ 1,595,085	\$ 1,071,668	\$ 2,462,500	\$ 1,648,597	\$ 7,176,120	CMO Fee
Local Revenue	\$ 200,440	\$ 128,655	\$ 21,174	\$ 123,549	\$ 26,873	\$ 142,023	\$ 307,071	\$ 358,178	\$ 105,836	\$ 62,592	\$ 83,300	Other (CYBHI)
Fundraising & Grants	\$ 9,094	\$ 30,479	\$ 14,771	\$ 21,781	\$ 8,166	\$ 10,042	\$ 5,106	\$ 7,049	\$ 106,544	\$ 62,592		
Total Revenue	\$ 15,644,123	\$ 10,022,207	\$ 7,420,433	\$ 2,847,099	\$ 4,819,147	\$ 3,378,930	\$ 6,393,182	\$ 7,277,866	\$ 11,303,365	\$ 7,434,353	\$ 9,359,420	
Expense												
Certificated Salaries	\$ 4,856,750	\$ 2,832,684	\$ 2,635,163	\$ 1,119,990	\$ 1,762,269	\$ 1,149,382	\$ 1,830,100	\$ 2,421,886	\$ 3,565,886	\$ 2,546,369		
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Employee Benefits	\$ 2,524,544	\$ 1,439,472	\$ 1,404,920	\$ 545,753	\$ 928,477	\$ 596,167	\$ 1,043,288	\$ 1,280,732	\$ 1,911,960	\$ 1,006,131	\$ 1,847,257	
Books & Supplies	\$ 564,360	\$ 434,848	\$ 223,175	\$ 87,002	\$ 250,930	\$ 176,966	\$ 140,000	\$ 327,224	\$ 389,258	\$ 396,868	\$ 213,445	
Services & Other Operating Expenses	\$ 5,211,858	\$ 4,099,660	\$ 2,236,860	\$ 840,153	\$ 1,027,802	\$ 993,747	\$ 2,375,718	\$ 2,192,243	\$ 2,997,267	\$ 2,453,999	\$ 1,918,257	
Capital Outlay & Depreciation	\$ 265,047	\$ 51,533	\$ 50,777	\$ 11,718	\$ 25,628	\$ 3,520	\$ 74,844	\$ 58,813	\$ 669,756	\$ 50,950	\$ 515	
Other Outflows	\$ 15,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 344,339	\$ 3,270	\$ -	
Total Expense	\$ 15,209,460	\$ 10,005,437	\$ 7,419,135	\$ 2,840,418	\$ 4,761,221	\$ 3,320,641	\$ 6,357,810	\$ 7,241,693	\$ 11,282,675	\$ 6,861,956	\$ 9,348,177	
Net Income	434,664	16,770	1,298	6,681	57,926	58,289	35,372	36,173	20,690	572,396	11,243	
ditional enrollments needed to balance	0	0	0	0	0	0	0	0	0	0	N/A	

Financial Responsibility in School Budgeting

How Can We Ensure Fiscal Responsibility?

- ✓ **Data-Driven Decision-Making:** Use enrollment, ADA, and performance metrics to guide spending
- ✓ **Budget Alignment:** Ensure spending reflects school goals and instructional needs
- ✓ **Regular Financial Reviews:** Track expenses vs. budgeted amounts monthly
- ✓ **Engage Stakeholders:** Work with finance teams, teachers, and leadership on budget planning
- ✓ **Plan for Contingencies:** Build reserves for unexpected expenses

Budget Stabilization: Addressing Challenges

Why is Budget Stabilization Needed?

- Many districts and schools are running a deficit due to the expiration of key one-time funding sources
- Below funds previously helped stabilize budgets or limit deficits, but they will not be available moving forward
- Without adjustments, schools' risk financial instability and reduced resources for students

Key Expiring Funding Sources

- ⊘ 6762 Arts & Music Block Grant
- ⊘ 7412 A-G Access/Success Grant
- ⊘ 7413 A-G Learning Loss Mitigation Grant
- ⊘ 7435 Learning Recovery Emergency Block Grant

Key Milestones & Deadlines

Task	Date	Responsible Parties
Governor's Preliminary Budget Released	January 2025	Finance Team
Enrollment Planning & Projections	February 2025	Principals, CIO, C-Team
Annual Compensation Changes/Increases	March 2025	P&C, CEO, Finance, C-team
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Budget Reviews & Adjustments	March-April 2025	Finance, Home Office, Principals
Board Approval of Pay Raise Scale	April 10, 2025	Finance & P&C
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2025-26 Agreement Timeline

Task	Date	Responsible Parties
P&C Send Teacher Agreements to Principals & NCBA Staff + Waivers	April 29th, 2025	P&C Department
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P&C Send Classified Agreements to Principals	May 14th, 2025	P&C Department
P&C Send Admin Agreements (except Principals) to Principals	May 21st, 2025	P&C Department

Coversheet

Approval of 2025-26 Home Office Compensation and Salary Bands for Home Office Employees

Section: V. Action Items
Item: E. Approval of 2025-26 Home Office Compensation and Salary Bands for
Home Office Employees
Purpose: Vote
Submitted by:
Related Material:
V_E_2025-26 Home Office Compensation and Salary Bands for Home Office.pdf



Agenda Item:	V E: Action Item
Date:	April 10, 2025
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
RE:	Approval of 2025-26 Home Office Compensation and Salary Bands for Home Office Employees

Action Proposed:

I move that the Board approve the salary band and the Home Office positions to be effective as of July 1, 2025.

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.

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 (2025-26)	Band group
CEO	A
C-Level, Executive Positions, General Counsel, Deputy Superintendent	B
Director, Controller, Senior Level Positions	C
Administrators, Managers, Analysts, Coordinators, Assistant Directors	D



Clerks, Assistants	E
Hourly (Non-exempt)	F

CHART 2		Tier number				
		MIN		AVERAGE		MAX
Positions Type(2024- 25)	Band group & #of Employees	1	2	3	4	5
CEO	A	MPS BOARD OF DIRECTORS' DISCRETION				
C-Level, Executive Positions, General Counsel, Deputy Superintendent	B	\$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	\$95,000-\$107,350	\$107,350-\$119,700	\$119,700-\$132,050	\$132,050-\$144,400	\$144,400-\$170,000
Administrators, Managers, Analysts, Coordinators, Assistant Directors	D	\$75,000-\$84,750	\$84,750-\$95,768	\$95,768-\$108,218	\$108,218-\$122,286	\$122,286-\$146,840
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	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 46 employees in the FY 2024-25.
- Each band group has 5 tier ranges.
- The lower limit for band group E is the minimum wage as of January 1, 2025.
- Please note that all home office non-exempt employees are already paid equal to or more than the minimum hourly rate. The People and Culture ("P&C") department closely monitors all minimum wage related announcements and makes necessary adjustments.

Budget Implications:

The proposed 2025-26 salary change for the Home Office staff; a 1.66% salary and benefit increase, will result in an estimated total increase of \$120,685 to the budget. This includes:

- Salaries: \$89,755
- Employee Benefits: \$30,929



Revision History:

Revision	Date	Description of changes	Requested By
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
4	04/10/2025	No changes on the salary band. 1.66% percent increase to all home office employees for the 2025-26 school year. Expanded the maximum salary tier for band C	Fiorella Del Carpio

Exhibits:

- School Budget Presentation



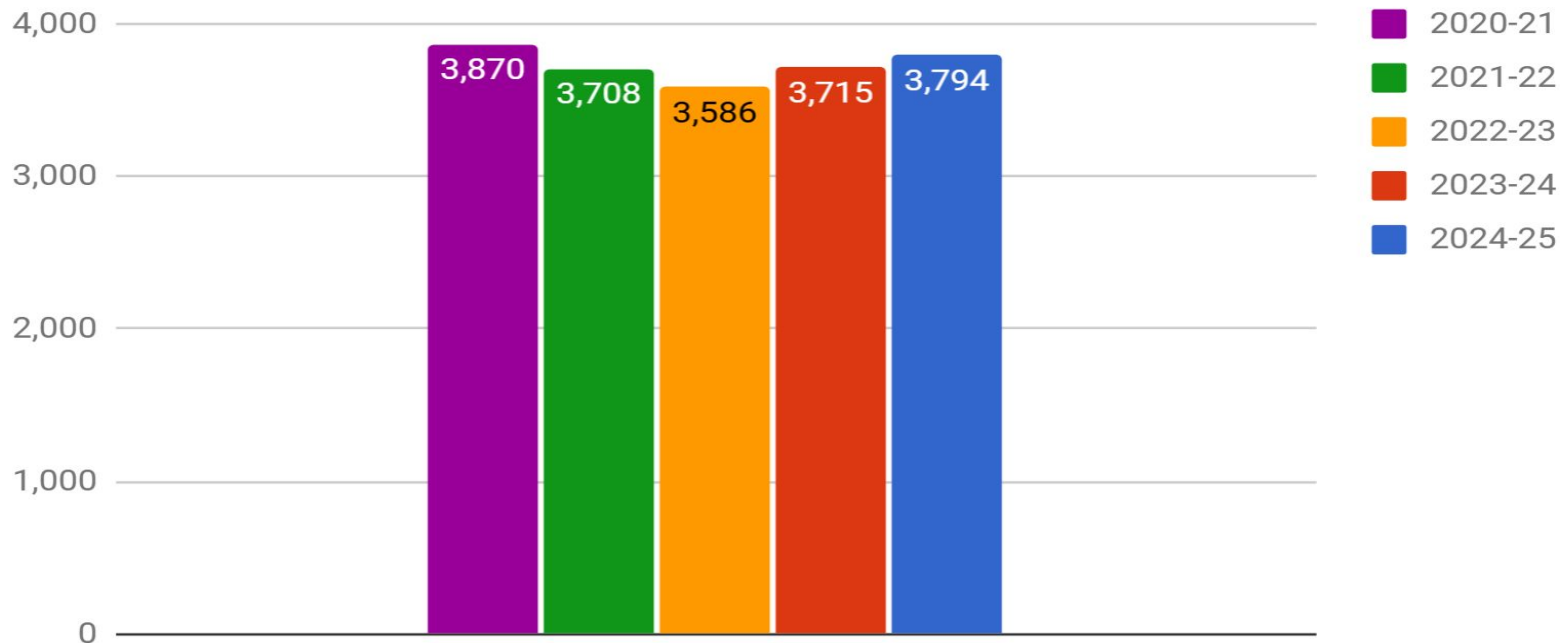
2025-26 Budget

Challenges to School Budgets

ESSER	One-time funds have ended while achievement gaps continue
Economy	Rising costs continue to outpace revenue growth
Enrollment	Declining K-12 public school enrollment across many areas in the US
Employees	Competitive landscape for talent
Expectations	Increased pressure and expectation for services
Environment	Federal policy and funding uncertainty necessitates scenario planning

MPS- Historical Enrollment Trend

MPS Historical Enrollment



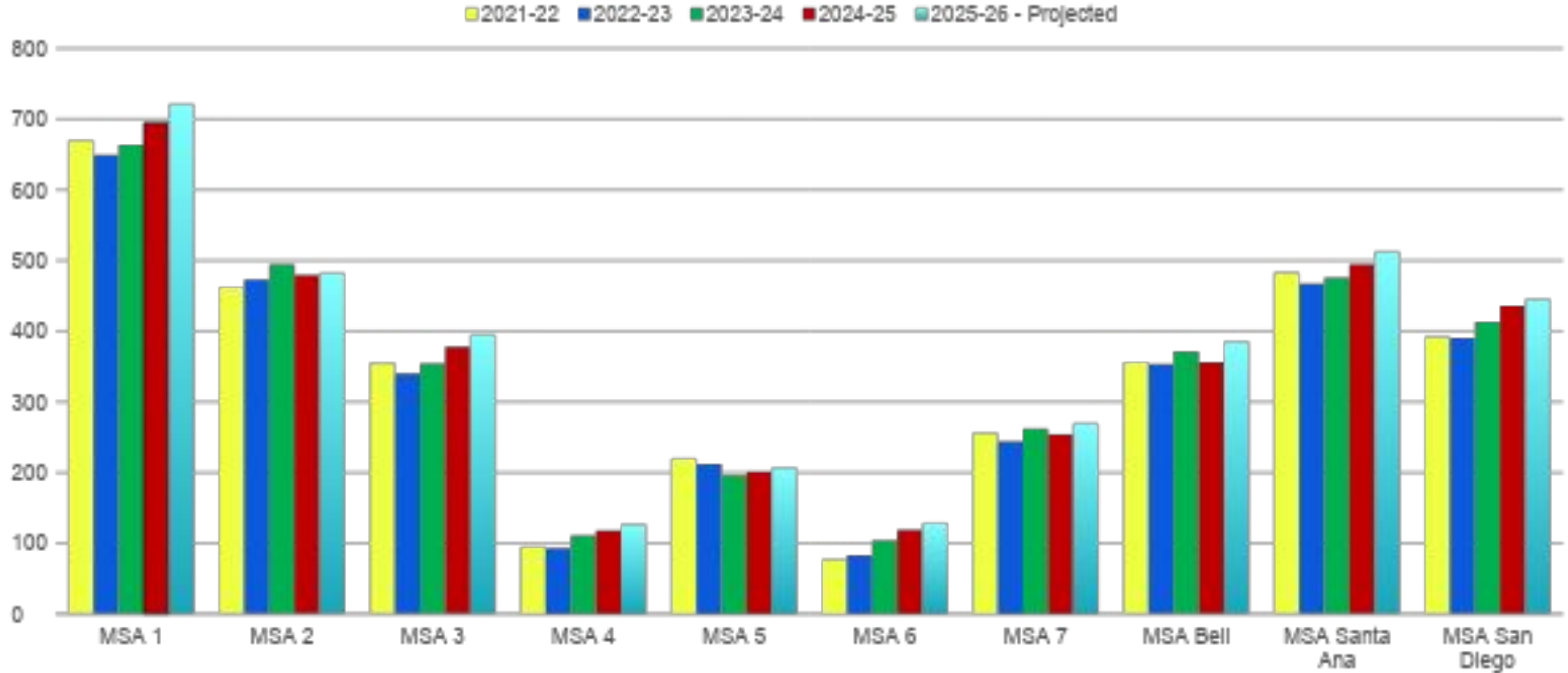
MPS enrollment organization wide has been relatively steady with a 2 percent decline over a five-year period

Enrollment

MPS	2024-2025		2025-2026	
	April 10, 2024		April 8, 2025	
	Completed Registrations	Total Applications	Completed Registrations	Total Applications
Magnolia Science Academy 1	87	146	74	131
Magnolia Science Academy 2	84	153	54	88
Magnolia Science Academy 3	59	100	42	127
Magnolia Science Academy 4	25	52	14	54
Magnolia Science Academy 5	26	27	24	45
Magnolia Science Academy 6	30	47	43	61
Magnolia Science Academy 7	37	58	48	82
Magnolia Science Academy Bell	71	84	96	107
Magnolia Science Academy San Diego	161	223	172	230
Magnolia Science Academy Santa Ana	36	74	55	92
Total	616	964	622	1017

Historical Average Daily Attendance - Funded

Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday April 10, 2025 at 4:30 PM



While Average Daily Attendance varies by individual site, overall ADA is up by 5 percent MPS-wide since 2021; more kids are coming to school since the pandemic

ADA Breakdown

P-2 ATTENDANCE School Year 2023-2024

2023-2024

School	Target Enrollments	Total ADA	ADA %
MSA-1	700	662.71	93.17%
MSA-2	530	495.41	93.30%
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Proposed FY 2025-26 Adopted Budgets

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ditional enrollments needed to balance	0	0	0	0	0	0	0	0	0	0	N/A	

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- Many districts and schools are running a deficit due to the expiration of key one-time funding sources
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Key Milestones & Deadlines

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Coversheet

Approval of Architect for the Magnolia Science Academy-7 Project at 18120 Sherman Way

Section:	V. Action Items
Item:	P. Approval of Architect for the Magnolia Science Academy-7 Project at 18120 Sherman Way
Purpose:	Vote
Submitted by:	
Related Material:	V_P_Architect at 18120 Sherman Way MSA-7.pdf



Agenda Item:	V P: Action Item
Date:	April 10, 2025
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent Erdinc Acar, Deputy Superintendent
Staff Lead(s):	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin, Project Manager Katrina Jimenez, Assistant Project Manager
RE:	Approval of Architect for the Magnolia Science Academy-7 Project at 18120 Sherman Way

Action Proposed:

MPS staff recommends and moves that the Board approve the selection of **Berliner Architects** to provide architectural and engineering services Magnolia Science Academy—7’s new campus project at 18120 Sherman Way, Reseda CA 91335 (the “Project”) for a fee of \$571,223. MPS staff also recommends including a 20% contingency of \$114,245 for unforeseen expenses that may arise during the course of the project. The total project authorization would be **\$685,468**. MPS Staff further requests authorization to negotiate and sign a professional services contract for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

Purpose:

The purpose of this proposed action is to approve the selection of Berliner Architects to provide architectural and engineering services for MSA-7’s tenant improvements.

Background:

MPS closed escrow on the property at 18120 Sherman Way in January 2025 in order to relocate MSA-7 from its current campus when its lease expires at the end of the 2026-27 school year. MPS Staff released an RFP for architectural services on February 11, 2025, and received three proposals from *Berliner Architects*, *Franco and Associates*, and *DSH // Architecture*. A selection committee was formed to evaluate the vendors, which included the Facilities Department, the Deputy Superintendent, the MSA-7 Principal, and a representative from Blueprint, formerly known as Pacific Charter School Development (PCSD).



The team interviewed the three candidates on **April 2, 2025**, and after careful consideration, including further due diligence and request for additional information, MPS staff determined that **Berliner Architects** was the best fit for the Project.

This decision was based on, but not limited to, the following factors:

- Team composition (MPS has worked with the Berliner team on other projects, including the MSA-2 project now in process)
- Breadth of experience with school projects, in particular, privately funded charter school projects
- Quality of the RFP response
- Attention to schedule and budget
- Proposed fee (the fee is competitive with the lowest cost proposal received in response to the RFP)

Berliner Architects revised their proposal to reduce the overall labor fee by 10.25% (\$63,508), resulting in a total fee of \$556,223, and also agreed to reduce reimbursable expenses from \$30,000 to \$15,000.

Berliner Architects' response to the RFP with the revised fee is attached as Exhibit A.

Analysis & Impact:

MSA-7 is currently located at 18355 Roscoe Blvd, Northridge, CA 91325, under a lease agreement set to expire following the 2026–27 school year.

If MSA-7 does not transition to a new, permanent campus by the end of the lease term, the school risks potential relocation through Prop 39, which would disrupt continuity for students, families, and staff.

Securing the new property at 18120 Sherman Way and proceeding with design efforts led by Berliner Architects ensures that MSA-7 remains on track to open its new campus in a timely manner. This move will provide long-term facility stability and eliminate reliance on a leased space.



Budget Implications:

MPS acquired the Property using an acquisition loan from CLI Capital. MPS seeks to refinance the acquisition loan and obtain construction financing for the Project. The design fees are in sync with MPS Staff's budget estimates. MPS will pay the design fees from MSA-7's operating budget until such financing is obtained. Such costs will not have a material negative impact on MSA-7's operating budget.

Exhibits:

Exhibit A. Berliner Architects RFP Response



March 10, 2025

Response to Request for Proposals

Architectural & Engineering Services for Magnolia Science Academy 7

Elementary School

Magnolia Public Schools

March 10, 2025

Subject: Letter of Interest - Magnolia Science Academy 7

Dear Joe Wilson,

For over 25 years, Berliner Architects has partnered with schools to create 21st-century learning environments that engage administrators, faculty, and students to join together and do their best work. For over **10 years we have worked directly with the team at Magnolia Public Schools and understand your goals and values.** We believe we can continue to support Magnolia Public School’s facility goals for MSA-7 and help provide functional, efficient, attractive, sustainable, and affordable spaces that foster a safe environment that cultivates respect for self and others where students want to learn.

Berliner partnered with the team at Magnolia Public Schools on the initial studies of the building at 18120 Sherman Way for use as MSA-7 Elementary School. The same team we are proposing for MSA-7 is currently working with Magnolia Public Schools on the design development of MSA-2. We understand the central role that STEAM education plays in the Magnolia program and the kind of facility they need to support their continued success. We understand the need to **design a cost effective school** and will look to all measures to save costs, including structural and MEP efficiencies, materials that are durable and inexpensive, and efficient planning of the site improvements.

The design will be led by Principal Architect Richard Berliner and Project Manager Rahel Zewdu with support by Project Designer Tannaz Mohtasebi, the same team that worked on the CUP Submittal for MSA2. **This same team has worked on multiple new construction charter schools,** including their work on Bright Star Rise Kohyang High School, and Bright Star Stella Academy. Bright Star Valor Academy is currently in construction. The team at Berliner has completed 10+ new construction Charter School buildings and knows the importance of meeting the budget to these schools. We will work with the Magnolia team and contractor estimates to ensure the design fits within budget.

Why Berliner?

- Broad experience designing 21st Century Learning Environments and specific **expertise with Magnolia Public Schools STEAM-focused facilities.**
- From the beginning of design we are working to identify the most **cost effective solutions** for structural systems, MEP and Civil design. See page 9 for some of these ideas and strategies for getting the ‘bang for your buck’ in the design.
- **Recent experience working with Renovations for use as Charter Schools in Los Angeles** including Equitas Academy 5 & 6, Green Dot Animo Pat Brown, ILEAD Lancaster, and SCVi.
- Experience designing **sustainable buildings** that meet Savings by Design and other incentive programs that provide rebates to Magnolia Public Schools.
- We design buildings that focus on student and staff wellness, creating **optimum learning environments** that improve student performance and well-being.
- We create **Collaborative Learning Environments** that are welcoming, safe, and warm spaces that help kids learn.
- **Small Business** - Supported by a team of highly experienced local consultants.
- We support **Equity, Inclusion, Access, and Success** for our clients and as a firm have committed to the National Organization of Minority Architects Diversity and Inclusion Program.

We look forward to further discussions about the design of the new MSA-7 campus and to working with Magnolia Public Schools to bring the project within budget. We hope to have the opportunity to continue working with Magnolia Public Schools and supporting their excellent programs, as well as continuing to work alongside Pacific Charter School Development.

Best,



Richard Berliner, AIA, ALEP, NCARB, LEED AP | President | richardb@berliner-architects.com
Berliner Architects | 5976 Washington Blvd. Culver City, CA 90232 | 310.838.2100



MAGNOLIA SCIENCE ACADEMY SANTA ANA



MAGNOLIA SCIENCE ACADEMY - 2

BERLINER ARCHITECTS

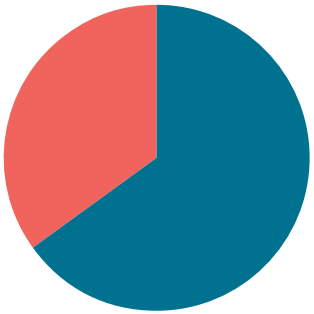
At Berliner, we believe **Every Space Counts**. A thoughtfully designed space will positively impact the quality of life of its occupants - improving the way they live, work, learn, and play. That’s why we do what we do. We are master planners, architects, designers, and artists determined to make a difference for our clients in their spaces.

Established in 1996, we are an agile and focused group of architects who believe each assignment – large or small – brings with it the opportunity and responsibility to **enhance the lives of the users and communities alike**. We are known for our thoughtful, cost-effective, and sustainable design solutions created through our collaborative approach. We work hand-in-hand with our clients to gain a deep understanding of their needs, establishing clear goals for creating dynamic, functional, efficient, and user-friendly spaces.



SMALL but MIGHTY

70% OF LEADERSHIP HAVE BEEN WITH THE FIRM FOR OVER 8 YEARS



65% OF OUR WORK IS IN K-14 EDUCATION.

BERLINER HAS COMPLETED 30+ DSA CERTIFIED PROJECTS IN THE LAST 10 YEARS

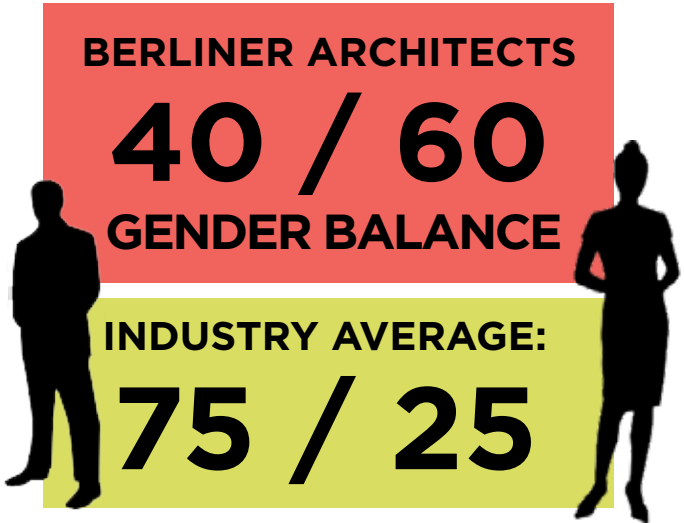
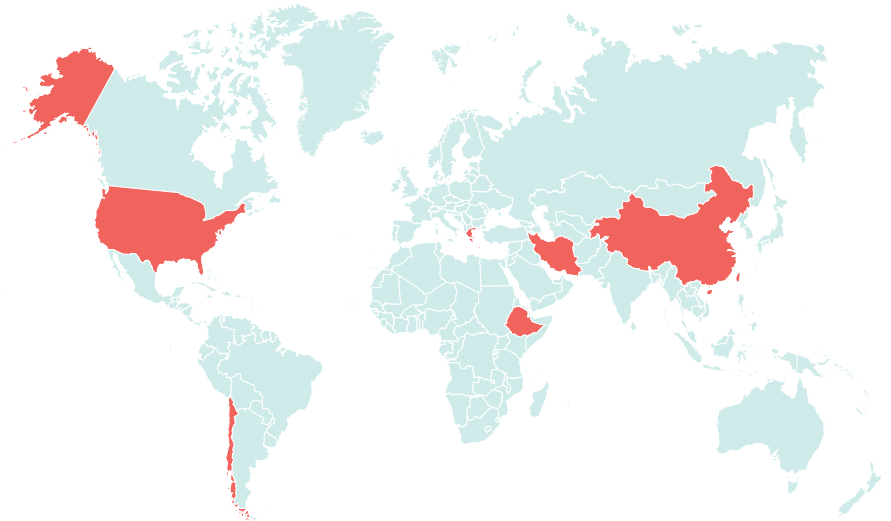
75% OF OUR CLIENTS CHOOSE US AGAIN

OF OUR 14 STAFF MEMBERS, 7 HAVE LEED AP DESIGNATION

#50 LA BUSINESS JOURNALS TOP 50 ARCHITECTURE FIRMS

Berliner Appreciates Diversity

We’re proud to have a staff of exemplary architects, designers, and industry professionals who are passionate about their work. Our leadership and overall staff are a culturally diverse mixture of people originating from all over the world including **Iran, Ethiopia, Korea, Uganda, Greece, China, and Chile** as well as all over the US including **Los Angeles, New York, Massachusetts, Virginia, and Washington**.



Defying the average for architectural firms, as well as other industries, we are proud to say that the firm is now **65% women** overall (9 of 14 total employees)! This unusual racial, cultural, and gender diversity has been **built quite intentionally**, and informs how we connect with our projects and our clients. We are a mirror of the **community** we work in, and **all voices are welcome**.

Relevant Experience - LADBS and Charter School Projects - Past 5 Years

Magnolia Science Academy 2 LADBS
Los Angeles, CA
5-12 Charter Middle & High School

Bright Star Schools Rise Kohyang HS DSA
Los Angeles, CA
- 9-12 Charter High School

Bright Star Schools Rise Kohyang MS DSA
Los Angeles, CA
- 5-8 Charter Middle School

Bright Star Schools Stella Middle Charter Academy LADBS
Los Angeles, CA
- 5-8 Charter Middle School

Bright Star Schools Valor Elementary School LADBS
North Hills, CA
- TK-4 Charter Elementary School

Equitas Academy LADBS
Los Angeles, CA
- Two Elementary Schools and Administrative Space in a Former Office Building
- Seismic Retrofit

Green Dot Public Schools Animo Pat Brown Charter High School LADBS
Los Angeles, CA
- 9-12 Charter High School

Green Dot Animo Leadership Academy Multipurpose Room LADBS
Los Angeles, CA
- New Construction Multipurpose Room

KIPP Academy of Innovation
East Los Angeles, CA
- 5-8 Charter Middle School

KIPP Compton Elementary School
Compton, CA
- K-4 Charter Elementary School

Pressman Academy LADBS
Los Angeles, CA
- New Construction Gym Building
- New Construction + Renovation of Multiple Buildings and Classrooms

Samueli Academy
Santa Ana, CA
- New Construction Gym & Soccer Field

Puente Learning Center LADBS
Los Angeles, CA
- Seismic Renovation, TI, and Addition



EQUITAS ACADEMY 5 & 6



FENTON ACADEMY - SUNLAND





Equitas Academy 5&6

TYPE Adaptive Reuse
CONSTRUCTION BUDGET \$12,700,000
INITIAL DESIGN FEES \$750,000
COMPLETION DATE 2022
CLIENT CONTACT Jason Rudolph, Chief Operating Officer, Equitas Academy 213.201.0440

LOCATION Los Angeles, CA
FINAL CONSTRUCTION COST \$13,400,000
FINAL DESIGN FEES \$900,000

DESCRIPTION Berliner Architects recently completed the renovation of a former office building into two charter elementary schools and administrative office spaces. A Conditional Use Permit (CUP) to change the occupancy from “B” to “E” which required significant seismic strengthening was required.

The renovation includes a second floor open-air play yard that incorporates daylighting tubes in seating elements to help bring natural light to the first floor. The angled central classroom walls create movement and texture within the hallways. Integrated seating was added around the stairwell to create comfortable breakout spaces.



Puente Learning Center

TYPE Renovation/Addition/Seismic
CONSTRUCTION BUDGET \$8,450,000
INITIAL DESIGN FEES \$400,000
COMPLETION DATE 2024
CLIENT CONTACT Jerome Greening, Executive Director, Puente Learning Center 626.260.0070

LOCATION Los Angeles, CA
FINAL CONSTRUCTION COST \$8,700,000
FINAL DESIGN FEES \$500,000

DESCRIPTION Since 1985, Puente Learning has sought to enrich the neighborhoods of South and East Los Angeles by providing both adult and youth education—particularly English-language proficiency for Spanish speakers. Berliner was commissioned to design two new preschool classrooms as an addition to an existing 40,000 SF building. Rather than blending discreetly with the existing structure, Berliner’s curvilinear, fully glazed additions will complement its original typology while simultaneously providing bright, contemporary learning spaces.



Fenton Academy - Sunland

TYPE Adaptive Reuse

CONSTRUCTION BUDGET \$5,600,000

INITIAL DESIGN FEES \$397,000

COMPLETION DATE 2015

CLIENT CONTACT Hope Fang, Project Manager Formerly PCSD, 213.723.2752

LOCATION Los Angeles, CA

FINAL CONSTRUCTION COST \$6,100,000

FINAL DESIGN FEES \$406,000

DESCRIPTION Berliner Architects worked with Fenton Charter Schools on redeveloping an existing 49,000SF office building into two K-5 elementary schools. Fenton Academy Charter School is organized into two schools representing two different types of education. The east side of the building represents the Fenton Leadership Academy: Center for Social and Emotional Learning for grades K-2, while the west side of the building represents the Fenton STEM Academy for grades 3-5. They are separated by a central core that includes shared administration and a multipurpose room.

The education at Fenton Sunland is supported by Yale University, who are monitoring how teaching social and emotional competencies affects academic progress and achievement.



LAUSD Wright Middle School - STEAM Lab Renovation

TYPE Renovation / TI

CONSTRUCTION BUDGET \$1,300,000

INITIAL DESIGN FEES \$176,000

COMPLETION DATE 2020

CLIENT CONTACT Colleen Molina, Principal High Tech Los Angeles, 818.414.6869

LOCATION Westchester, CA

FINAL CONSTRUCTION COST \$1,900,000

FINAL DESIGN FEES \$195,000

DESCRIPTION LAUSD Wright Middle School is a S.T.E.A.M. (Science, technology, engineering, arts and mathematics) magnet school where Berliner Architects has taken on the challenge of renovating two of their existing spaces to meet the current and future needs of this interdisciplinary school. These two new classrooms include an expanded Robotics Classroom and a new Flexible Engineering Classroom.

An important part of the Wright Middle School visioning process for the new facilities included a half-day design charrette with the teachers and students in the actual space to be renovated. After a group discussion, the students engaged in space planning exercises on architectural plans to better understand their future space and get insight into the field of architecture.



NOVA Academy Charter School

TYPE Adaptive Reuse
CONSTRUCTION BUDGET \$2,800,000
INITIAL DESIGN FEES \$148,000
COMPLETION DATE 2019
CLIENT CONTACT Renee Lancaster, Executive Director, Nova Academy. 714.569.0948

LOCATION Santa Ana, CA
FINAL CONSTRUCTION COST \$3,000,000
FINAL DESIGN FEES \$191,000

DESCRIPTION Situated in a prominent location across from Santa Ana City Hall, NOVA Academy was a 4 story medical office building that Berliner converted into a hi-tech charter school serving students from surrounding low-income neighborhoods.

Due to the change of use from B to an E occupancy, the building needed to meet Risk Category III requirements and all fire life safety requirements. By using seismic dampers to seismically retrofit the structure, changes to the foundations and other building systems were avoided, greatly reducing the cost of the renovation.



Bright Star Schools - Rise Kohyang High School

TYPE New Construction
CONSTRUCTION BUDGET \$40,100,000
INITIAL DESIGN FEES \$2,500,000
COMPLETION DATE 2024
CLIENT CONTACT Elijah Sugay, Vice President of Facilities and Finance, Bright Star Schools, 424.354.6999

LOCATION Los Angeles, CA
FINAL CONSTRUCTION COST \$43,800,000
FINAL DESIGN FEES \$2,800,000

DESCRIPTION Berliner Architects is wrapping up construction closeout of a new construction high school for Bright Star schools that is now serving approximately 600 students, grade 9-12. The school utilizes CSFP funding from Prop 51 and includes funding from a matching LAUSD Augmentation grant, requiring the school be designed to DSA, OPSC CDE & LAUSD standards. The school will be comprised of a classroom and office building and a separate gymnasium building. Parking and drop-off are located in the basement of the main school building to maximize both classroom space and outdoor areas on the 1.2 acre site.

The two story classroom building will feature 22 classrooms, a library/media room, a multi-purpose room, administrative offices, storage room, lunch area, and servery. The gym building will also include boys and girls changing rooms and a theatrical stage in addition to the indoor gymnasium. The school will include green features that promote water efficiency, energy efficiency, greenhouse gas emission reduction, materials and waste management, and indoor environmental quality.

Designing to Budget

The Berliner team believes **clear communication** is an important goal for assuring the design remains within the **approved budget**. Regular contact with both our clients and our consultants allows everyone involved in a project to be suitably informed about its progress, allowing potential complications to be expediently identified and addressed without delaying project completion. We also make a point

of **responding promptly** to inquiries from our clients and project team, allowing work to proceed with minimal interruption. The most **effective cost control measures** are realized at the beginning of the design process where we can have the most impact on projects.

PROJECTS DESIGNED TO BUDGET

PROJECTS NOT DESIGNED TO BUDGET



Magnolia Science Academy

The MSA Santa Ana project was completed in phases to allow for additional funding for the gymnasium. The school used **Prop 51 funding and required DSA approval**. The project was awarded an AIA Orange County Design Award for its quality design within a tight budget.



Bright Star Schools - Stella Academy

Stella Middle Charter Academy is located on land that is subject to a high water table and required the use of pile foundations. Soils reports did not adequately identify the location of an underground river and during construction additional piles needed to be added to the foundation, significantly adding to the cost.



Bright School Schools Rise Kohyang High School

Bright Star Schools Rise Kohyang High School is currently in construction and within the construction budget. This school utilized **Prop 51 funding and required DSA approval**. Additionally, the school got an LAUSD Augmentation grant that required it to meet LAUSD Standards as well as obtain CHPS certification.



KIPP Ignite

KIPP Ignite is located in an unincorporated portion of LA County and required a CUP. The process was delayed over two years by the pandemic and slow responses by the County during the CUP process. Located on a small lot, parking is provided under the school. The deep excavation exposed contaminants that needed to be re-mediated. These delays and additional scope added to the cost of the project.



Samueli Academy Gym & Soccer Field Renovation

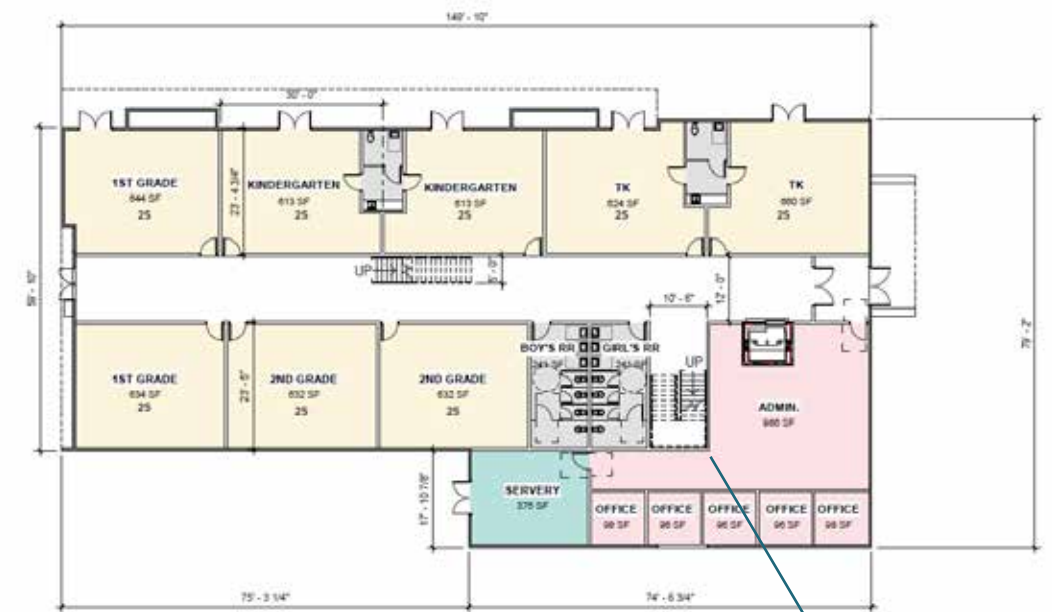
Samueli Academy's new **CIF compliant Gym and Soccer Field** came in at \$2M less than what was originally budgeted for the project after conceptual design by another architect. BA proposed using a masonry structure in lieu of a steel frame building. Constructed during the pandemic, the masonry was readily available and did not experience price hikes. These savings allowed the school to add additional features such as an improved score board and Audio Visual systems.



Equitas Academy - Pandemic

Delays in schedule due to federal stop work orders and instances of Covid-19 during 2020 delayed the project and increased the budget. Additional changes were made during CA to incorporate covid-19 prevention and improvements.

Use of existing Alley for Drop off and pick up



Floor plan of the second floor of the school building. The plan shows a central hallway with stairs and restrooms. On the left are two classrooms (675 SF and 640 SF) and two 4th grade rooms (682 SF and 619 SF). On the right are two 3rd grade rooms (688 SF and 724 SF), a 5th grade room (900 SF), and another 5th grade room (818 SF). A storage room (60 SF) is also shown. The plan includes dimensions: 110'-2" by 39'-8" for the main section, 41'-7" by 79'-2" for the right wing, and 75'-3 1/4" by 74'-8 3/4" for the bottom section.

225 of 247

Relevant Experience - Outdoor Learning

We are **passionate about outdoor learning** and the benefits of being outside in nature and were recently awarded the SFUSD Comprehensive Schoolyards Plan. Many studies have found that when students have natural landscapes for play, learning, and green views, they show positive moods and a reduction of stress, anger, inattention, and problem behavior.

We have focused on outdoor learning in the last few years by pursuing and designing outdoor learning spaces, such as those for SMMUSD, LAUSD, and SOCCCD, presenting our findings and best practices at industry conferences, and exploring what **21st-Century Learning might look like with a focus on outdoor learning**.

We recently completed the **Design Guidelines for LAUSD’s Outdoor Learning Environments**, which will be implemented across many of the **700 campuses** in the District in the coming years. We developed a siting rubric as part of the guidelines to help campuses determine the best locations for their outdoor learning environments.

Our passion for outdoor learning environments has led to presentations at the AIA National Conference, Coalition for Adequate School Housing, California Charter School Association, and the Association for Learning Environments as well as multiple awards including the **AIA SF Classroom of the Future Competition** in 2021, which envisioned a main campus utilizing primarily outdoor classrooms as well as city-wide outdoor learning classrooms.



IRVINE VALLEY COLLEGE - GROVE CLASSROOM



LOS ANGELES UNIFIED SCHOOL DISTRICT - OUTDOOR LEARNING ENVIRONMENTS



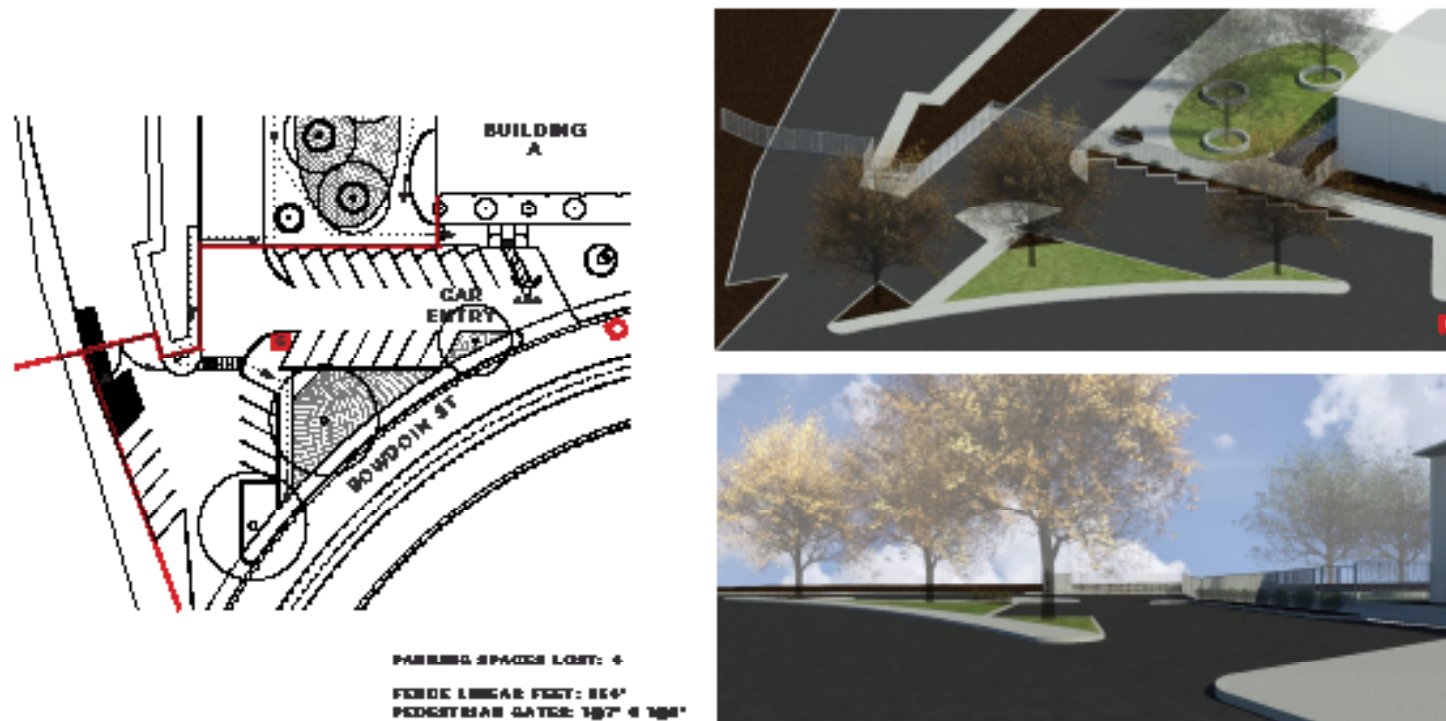
HIGH-TECH LA HIGH SCHOOL - GARDEN COURTYARD

Student and Staff Safety Best Practices

Berliner Architects considers student and staff safety to be one of the most important parts of designing a new school. Our focus on education design allows us to often be at the **leading edge of safe design**. In 2020 when Covid 19 hit, the Berliner Architects team worked with multiple districts to help with the return of school, publishing multiple articles on the implementation of Covid safety measures including upgrades ranging from HVAC improvements and circulation protocols, to touchless faucets, soap dispensers, and self-opening doors. We incorporate these into all our designs in order to help decrease virus transmission.

When it comes to school safety, there is a large focus on securing the schools perimeter. The team at Berliner suggests designing a secure perimeter not only around the site, but the parking as well. This allows for a greater safety and screening protocol. Additionally, we incorporate vestibule entries for check in and safety locks on all classrooms.

The **Wellness** of Students, Faculty and Staff is another focus of the school design. Creating spaces with ample natural light, ventilation, and a strong connection to the outside and nature is proven to improve the mental and physical health of the community. Easy access to the outside, the **use of natural materials, and creating outdoor learning spaces all contribute to the well being of the community.**



PALISADES CHARTER HIGH SCHOOL PERIMETER FENCES AND GATE PROJECT

We emphasize designing with fences and gates that do not create a harsh environment. Fences and gates are integrated into the landscape, providing needed security yet maintaining a welcoming and attractive appearance to the school community.



KIPP ACADEMY OF INNOVATION - ENTRANCE VESTIBULES

These safety measures have been implemented on many of our schools including our work on KIPP Academy of Innovation. At the middle school campus, an entrance vestibule provides added safety that allows administrative staff to screen any visitors before entrance into school.

Relevant Experience - Designing with a School's Mission & Vision

For over 25 years, Berliner Architects has partnered with school districts and educational entrepreneurs to create learning communities that engage administration, faculty, and students to join together and do their best work. Working with stakeholders, we design schools that reflect the culture and values of their communities, creating safe, welcoming, flexible, and sustainable spaces to learn, play, and build community. We believe we can assist you in optimizing the efficiency of Magnolia Science Academy 7.

Berliner Architects has worked with most of the major CMOs in Southern California. We embrace the particular vision of each charter organization and design learning environments that reflect their values, mission, and goals. Berliner is known for its thoughtful, cost-effective, and sustainable design solutions. Through our long-term commitment to our clients, we build an in-depth understanding of their challenges, needs, mission, and the vision for their campuses. We hope to assist Magnolia Science Academy to ensure that all students have equal access to high-quality facilities, resources, and curriculum, providing safe and inviting schools that will nurture and inspire an increasingly diverse student population.

Collaboration with all stakeholders is central to Berliner Architects' design process and approach to the delivery of our services. Understanding the vision for the operation and facilities improvements for the district is essential.

On all projects, we would work with senior staff as well as the user groups to validate this information and gather as much additional information as possible. This includes interactive workshops with all stakeholders where we would facilitate a discussion of the mission and vision and get into the programmatic, curriculum and pedagogical goals for the project.

One example where we successfully managed this process is the LAUSD Wright Middle School Marker space. We engaged all the stakeholders including Senior Facilities Staff, Project managers, teachers, and a class of students where we did a half day workshop conceptualizing the design of the space. Once the design was developed, the same stakeholders, including students, came to our office to see the developed design and comment on it. The project is now finished, and we did a post occupancy interview with the teacher.

A video of our programming effort can be found at the following link:

<https://youtu.be/728EMu2sW9M>



Bright Star Schools - Rise Kohyang HS



Magnolia Science Academy - Santa Ana



Fenton Academy - Sunland



High Tech Los Angeles - High School



Equitas Academy - 5 & 6

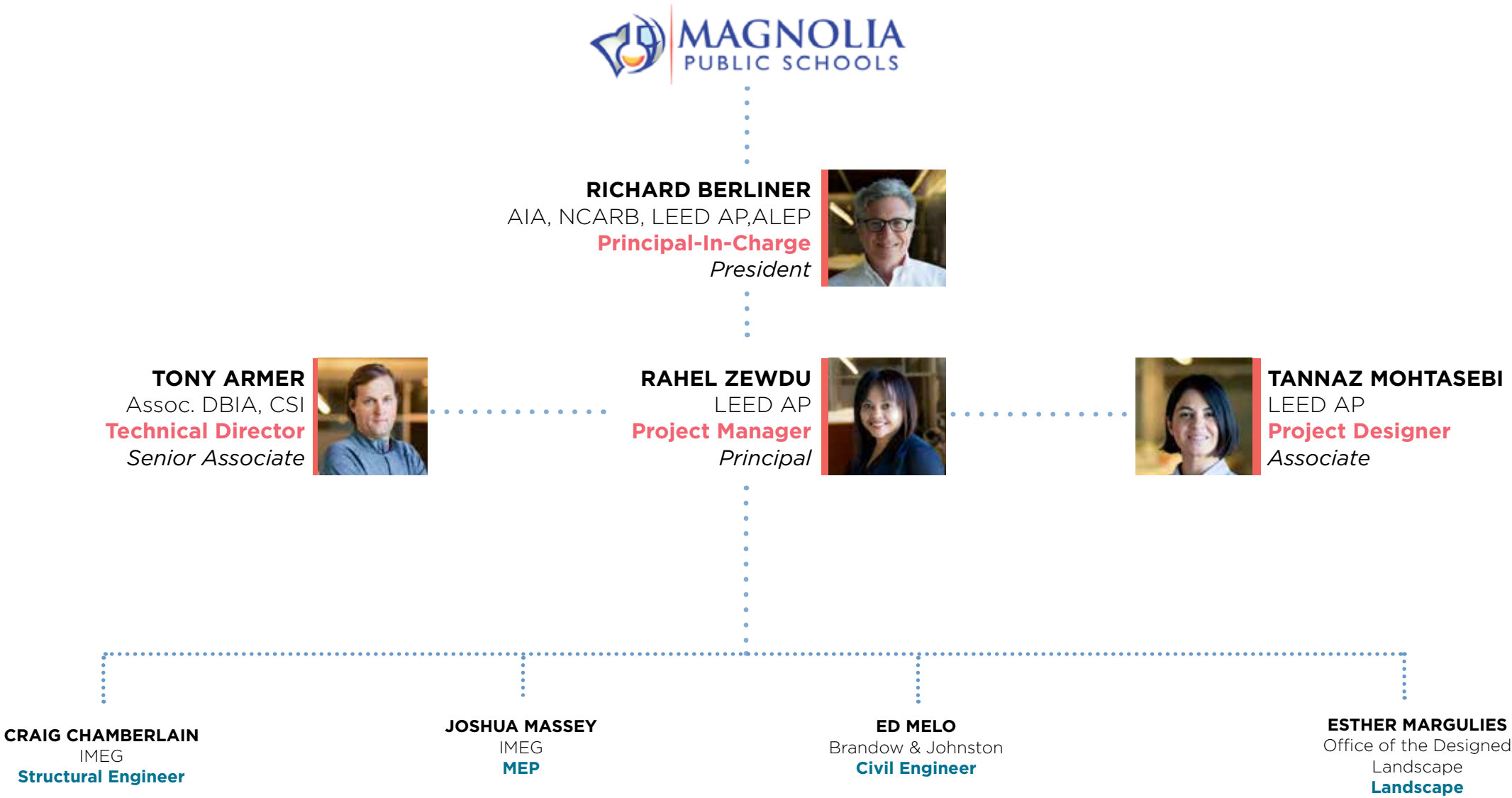


Green Dot Schools - Animo Pat Brown

Organizational Chart

Our team for MSA-7 includes Principal-in-Charge Richard Berliner, Principal Project Manager Rahel Zewdu, and Project Designer Tannaz Mohtasebi. This same team, along with Landscape Architect Esther Margulies, is working on the MSA2 project. Project Manager Rahel Zewdu has worked on multiple renovation projects including, Equitas Academy project and Puente Learning Center Project. Project Principal Richard Berliner has worked with the team at Magnolia Public Schools for almost 20 years, beginning with some initial studies on the MSA 1 Campus and Magnolia Science Academy-Santa Ana.

Project Manager Rahel Zewdu is currently working with the Magnolia team on MSA-2 and knows what it takes to get City and Community approval. Project Designer Tannaz Mohtasebi will coordinate the documents and ensure that the drawings submitted are clear and organized. Project Landscape Architect Esther Margulies is working with the Berliner team on the MSA-2 campus and with the Berliner team on multiple school projects and will coordinate the landscape requirements on the site.



3. APPLICANT DESCRIPTION AND QUALIFICATIONS



Richard Berliner

AIA, NCARB, LEED AP, ALEP

As **principal and founder** of Berliner Architects, Richard has made the firm’s focus education, particularly **K-14**. In 24 years, he has worked on over **150 schools**. His award winning work has included **campus master plans that encourage biophilia** and innovative learning environments that support 21st Century Learning.

EXPERIENCE

Magnolia Science Academy 2
Los Angeles, CA
- 5-12 Middle & High School

Equitas Academy
Los Angeles, CA
- Two Elementary Schools and Administrative Space in a Former Office Building
- Seismic Retrofit

Fenton Academy
Los Angeles, CA
- TK-4 Charter Elementary School

Nova Academy
Los Angeles, CA
- Charter School Entitlements
- Seismic Renovation

Puente Learning Center
Los Angeles, CA
- Charter School Entitlements
- Seismic Renovation

High Tech - Los Angeles High School
Van Nuys, CA
- 9-12 Charter High School

Green Dot Public Schools Animo Pat Brown Charter High School
Los Angeles, CA
- 9-12 Charter High School

Bright Star Schools Rise Kohyang HS
Los Angeles, CA
- 9-12 Charter High School

Bright Star Schools Rise Kohyang MS
Los Angeles, CA
- 5-8 Charter Middle School

Magnolia Science Academy
Santa Ana, CA
- K-12 STEM Charter School
- New Construction Gym

Alliance for College Ready Public Schools
Los Angeles, CA
- 5-8 Charter Middle School
- 9-12 Charter High School

Samueli Academy
Santa Ana, CA
- New Construction Gym & Soccer Field

Bright Star Schools Stella Middle Charter Academy
Los Angeles, CA
- 5-8 Charter Middle School

Green Dot Public Schools Animo Pat Brown Charter High School
Los Angeles, CA
- 9-12 Charter High School

QUALIFICATIONS

Total Experience: 40 Years

PROFESSIONAL LICENSES
Architect, California # C12823

EDUCATION
Bachelor of Architecture, *Rhode Island School of Design*
Harvard Graduate School of Design Certificates
- *Campus Master Planning*
- *Library Design*
- *Residence Hall Design*

CLIENT REFERENCES

Kyle Salyer
213.489.4461 x 10133
KIPP SoCal

Tony Brown
213.389.1148x235
HOLA

John Luker
714.402.7355
*Samueli Academy
| Orangewood Foundation*



Rahel Zewdu

LEED AP

Rahel has **21 years** of architectural design and project management experience. Rahel’s **highly collaborative approach** to working with teams, clients, stakeholders, and agencies, **particularly on School Campuses**, led to outstanding results on the LA Pierce and Valley College **Campus Master Plans and Campus Wide Improvements**.

EXPERIENCE

Magnolia Science Academy 2
Los Angeles, CA
- 5-12 Middle & High School

Equitas Academy
Los Angeles, CA
- Two Elementary Schools and Administrative space in a former office building
- Seismic Retrofit

Puente Learning Center
Los Angeles, CA
- Charter School Entitlements
- Seismic Renovation

High Tech - Los Angeles High School
Van Nuys, CA
- 9-12 Charter High School

Bright Star Schools Valor Elementary School
Los Angeles, CA
- TK-4 Charter Elementary School

Bright Star Schools Rise Kohyang HS
Los Angeles, CA
- 9-12 Charter High School

Bright Star Schools Rise Kohyang MS
Los Angeles, CA
- 5-8 Charter Middle School

Bright Star Schools Stella Middle Charter Academy
Los Angeles, CA
- 5-8 Charter Middle School

Los Angeles Pierce College Los Angeles Community College District
Woodland Hills, CA
- North of Mall Renovation
- Aesthetic Master Plan
- Campus-Wide Improvements
- Administration Building Renovation
- Campus Wayfinding
- Mailroom and Personnel Department

Los Angeles Valley College Los Angeles Community College District
Valley Glen, CA
- Aesthetic Master Plan
- Campus-Wide Improvements
- Campus Center & Arts Courtyards
- Campus Wayfinding
- ADA Survey
- Parking Capacity Survey and Concept Design

QUALIFICATIONS

Total Experience: 21 Years

PROFESSIONAL LICENSES
LEED Accredited Professional, USGBC

EDUCATION
Bachelor of Architecture, *California Polytechnic University*

CLIENT REFERENCES

Elijah Sugay
424.354.6999
Bright Star Schools

Anna Petrossian
949.451.5708
Irvine Valley College

3. APPLICANT DESCRIPTION AND QUALIFICATIONS



Tannaz Mohtasebi
LEED AP

Tannaz has worked with numerous Charter Schools, including BSS Valor ES and Puente Learning Center. She is familiar with the requirements and **lead the MSA-2 project through the CUP process smoothly.**

EXPERIENCE

Magnolia Science Academy 2
Los Angeles, CA
- 5-12 Middle & High School

Puente Learning Center
Los Angeles, CA
- Charter School Entitlements
- Seismic Renovation

Bright Star Schools Valor Elementary School
Los Angeles, CA
- TK-4 Charter Middle School

Bright Star Schools Rise Kohyang HS
Los Angeles, CA
- 9-12 Charter High School

Bright Star Schools Rise Kohyang MS
Los Angeles, CA
- 5-8 Charter Middle School

Bright Star Schools Stella Middle Charter Academy
Los Angeles, CA
- 5-8 Charter Middle School

Pressman Academy
Los Angeles, CA
- Middle School

LAUSD Lokrantz SEC
Los Angeles, CA
- ADA Upgrades

Mayfield Junior School
Pasadena, CA
- Masterplan
- Multiple campus improvements

QUALIFICATIONS

Total Experience: 14 Years

PROFESSIONAL LICENSES
LEED Accredited Professional, USGBC

EDUCATION
Bachelor of Architecture, *Tehran Azad University, iran*
Master of Architecture (MArch), *University of Southern California*

CLIENT REFERENCES

Elijah Sugay
424.354.6999
Bright Star Schools



Tony Armer
Assoc. DBIA, Assoc. AIA, CSI

Tony has over **36 years of experience** working on with Local and State Agencies and over 10 years experience with DSA and will ensure all projects strictly adhere to code. Tony is Technical Director at Berliner Architects and will oversee the **project meets code, campus, and constructibility requirements.** Tony is currently wrapping up Close-Out with DSA for the Bright Star Schools Rise Kohyang HS Project.

EXPERIENCE

Magnolia Science Academy 2
Los Angeles, CA
- 5-12 Middle & High School

Puente Learning Center
Los Angeles, CA
- Charter School Entitlements
- Seismic Renovation

Bright Star Schools Rise Kohyang HS
Los Angeles, CA
9-12 Charter High School

Samueli Academy
Santa Ana, CA
- New gym building, access control installation included coordination with the existing campus.

LAUSD Chatsworth Charter HS
Chatsworth, CA
- Campus Wide HVAC Renovation

LAUSD Lokrantz Special Education Center
Reseda, CA
- ADA Improvements

LAUSD Wright Middle School
Los Angeles, CA
- Maker's Space Design

LAUSD Burbank MS Seismic Retrofit
Burbank, CA
- Seismic Retrofit

Cal State Dominguez Hills *
Carson, CA
- LaCorte Recital Hall Renovation, included upgrading access control systems in order to match existing campus.

Simi Valley High School *
Simi Valley, CA
- MPR Renovation, including access control system upgrades in order to match existing campus

QUALIFICATIONS

Total Experience: 36 Years
Similar Projects: 30 Years

PROFESSIONAL AFFILIATIONS
Design-Build Institute of America, Associated Design-Build Professional
Associate AIA Member
CSI

CLIENT REFERENCES

Elijah Sugay
424.354.6999
Bright Star Schools

Eddie Nishi
213.241.4161
LAUSD

3. APPLICANT DESCRIPTION AND QUALIFICATIONS



Craig Chamberlain
MS, PE, SE

Craig is a registered professional civil and structural engineer with over 28 years of experience including expertise working with California DSA and HCAI-regulated projects. He was recently President for the Structural Engineers Association of Southern California and currently sits on the Board of Directors for both SEAOSC and SEAOC.

EXPERIENCE

- Vaughn G3 Academy**
Los Angeles, CA
– 60,000-sf New Charter Elementary School & Theatre - Structural
- Hook Junior High School**
Victorville, CA
– 50,000-sf Gymnasium, Multipurpose Building, and Administration Remodel - Structural
- Olive Vista Middle School**
Los Angeles, CA
– New Multi-Purpose Room and Gymnasium - Structural
- Jefferson Elementary School**
Lennox, CA
– Modernization - Structural
- ELA Star High School Academy**
Los Angeles, CA
– 15,000-sf New Gymnasium
- Stratford School**
Los Angeles, CA
– Seismic Retrofit - Structural
- Huntington Drive Elementary School**
Lennox, CA
– Modernization - Structural
- Carthay Center Elementary School**
Los Angeles, CA
New Two-story Elevator with Closed Walkways

- Jefferson High School**
Los Angeles, CA
– Historic Seismic Renovation and New Building Construction
- Nova Academy**
Santa Ana, CA
– Seismic Upgrade
- Union Avenue Elementary**
Los Angeles, CA
– Modernization - Structural
- Crescent Heights Early Education Center**
Los Angeles, CA
– TI of an Existing School Building and Development of a Nature Explore Outdoor Classroom
- Dublin High School**
Dublin, CA
– New 2nd Story Connecting Bridge, New Building G Academy 2 Classroom Building
- Valor Elementary School**
North Hills, CA
– Two New One-story Buildings and a New Two-story Building

QUALIFICATIONS

Total Experience: 28 Years

PROFESSIONAL LICENSES
Professional Engineer
California (C-58851), Arizona (60481), Texas (PE 121447)

Structural Engineer
California (SE-4588)

EDUCATION
The University of Texas at Austin, MS Structural Engineering
Santa Clara University, BS Civil Engineering

CLIENT REFERENCES

- | | | |
|--|--|---|
| Michael Hamner
626.572.2724
Michael Hamner Architecture | Jeff Fuller
310.775.5803
DSK Architects | Hunter Gaines
213.821.6569
USC |
|--|--|---|



Joshua Massey
LEED AP BD+C, CxA

Josh has more than 26 years of experience in mechanical engineering and project management of public facilities including k-12 schools, libraries, police stations, fire facilities and community centers. His responsibilities for this project include managing multiple discipline teams, designing working drawings, writing specifications, bid assistance, and construction management.

EXPERIENCE

- John F. Kennedy High School**
Granada Hills, CA
– 140,000-sf New School and Campus-Wide Comprehensive Modernization and Addition of Three New Buildings and Seven Existing Buildings
- Elizabeth Learning Center**
Granada Hills, CA
– 120,000-sf New School and Campus-Wide Comprehensive Modernization and Addition of Two New Buildings and Eight Existing Buildings
- Town of Mammoth Lakes**
Mammoth Lakes, CA
– 65,000-sf New STEM Building and Modernization of Three Existing Buildings
- Badger Springs Middle School**
Moreno Valley, CA
– 65,000-sf Modernization of Seven Buildings
- Bear Valley Elementary School**
Moreno Valley, CA
– 37,000-sf Modernization of Five Buildings
- Grover Cleveland Charter High School**
Los Angeles, CA
220,000-sf School Campus-Wide Comprehensive Modernization and Addition of 7 New Buildings and Renovation of 3 Existing Buildings

- Norton Science and Language Academy**
San Bernardino, CA
– 57,000-sf Commissioning Services for New K-12 Charter School
- Jurupa Middle School**
Jurupa, CA,
– Two New Buildings and Parking Lot Improvements
- Lakes Middle School**
Town of Mammoth Lakes, CA
– Science Classroom Additions
- Scandinavian Middle School**
Fresno, CA,
– Multipurpose Room HVAC Upgrade
- Niemes Elementary School**
Atresia, CA
– 20,000-sf Campus Modernization
- Dona Merced Elementary School**
Rancho Cucamonga, CA
– 10,000-sf New 2-Story School, Including 8 Classrooms, Utility Rooms, and Elevator

QUALIFICATIONS

Total Experience: 26 Years

PROFESSIONAL LICENSES
Certified Commissioning Authority (1216-1488), ACG

EDUCATION
University of California Extension
Riverside, CA, Certificate in AutoCAD

CLIENT REFERENCES

- | | | |
|---|---|---|
| Kevin Panzer
909.621.5568
Three Valleys Municipal Water District | Harris Ward
951.222.9666
Mt. San Jacinto College | Tameesha Hayes
951.827.1412
University of California Riverside |
|---|---|---|

3. APPLICANT DESCRIPTION AND QUALIFICATIONS



Ed Melo, P.E., QSD/QSP
Brandow & Johnston | Principal / Director of Civil Engineering

Ed Melo is a civil engineer with 16 years of experience. His portfolio includes K-12 and higher education, residential, commercial, mixed-use, civic and public/community projects. He is experienced in the design of site grading, utilities, and stormwater best management practices. He interfaces with jurisdictional agencies for plan review and approvals. As Director of Civil Engineering, his focus is the delivery of cost-efficient design solutions and high-quality documents.

EXPERIENCE QUALIFICATIONS

- Magnolia Science Academy**
Reseda, CA
- New Campus Conversion Feasibility Study
- LAUSD, Reseda Charter HS**
Reseda, CA
- D/B Comprehensive Modernization
- LAUSD, Colfax Charter ES School**
Valley Village, CA
- Site Assessment & Comprehensive Modernization, New Classroom Bldgs
- Fenton Primary Center Charter School** Pacoima, CA
- Site Assessment, Full Development of Site, Campus, & Bldg
- Green Dot Public Schools**
Los Angeles, CA
- Ánimo Pat Brown Charter HS
- LAUSD Irving STEAM Magnet School**
Los Angeles, CA
- D/B Comprehensive Modernization
- LAUSD, Sherman Oaks Center for Enriched Studies (SOCES)**
Tarzana, CA
- Comprehensive Modernization

- LAUSD, Shenandoah Elementary School**
Los Angeles, CA
- Comprehensive Modernization
- LAUSD, Ascot ES**
Los Angeles, CA
- D/B Criteria Package & Scoping Documents
- LAUSD, Capistrano ES**
Canoga Park, CA
- Site Renovation Project
- LAUSD, Polytechnic HS**
Sun Valley, CA
- Comprehensive Campus Modernization (SD/Bridging Docs)
- Santa Monica-Malibu USD**
Santa Monica, CA
- John Adams MS, Campus Modernization & Play Fields
- Grant ES, Site Improvements
- Will Rogers ES, Temporary Classrooms

Total Experience: 16 Years

PROFESSIONAL LICENSES
Civil Engineer, CA #80534

EDUCATION
BS, Civil Engineering, UCLA,
Henry Samueli School of Engineering and Applied Science

CLIENT REFERENCES

Elston F. Soares, CCM, PMP, LEED AP 213.241.6454 LAUSD, Irving Steam Magnet School	Gregory Kromhout, RA 213.241.6485 LAUSD, Reseda Charter HS	Dwayne Lawrence 213.241.7019 LAUSD, Sherman Oaks Center for Enriched Studies
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Esther Margulies
RLA, ASLA

Including her time as **Founder** of the Office of the Designed Landscape, Esther Margulies has been a leader of landscape architectural projects for **over 25 years**. She has been responsible for leading urban landscape projects from master planning and entitlement support through construction administration on public parks, campuses, and themed environment projects.

EXPERIENCE QUALIFICATIONS

- MLK Stella Charter Middle School**
Los Angeles, CA
- Rise Kohyang High School**
Los Angeles, CA
- Rise Kohyang Middle School**
Los Angeles, CA
- Equitas Academy Charter**
Los Angeles, CA
- Wonderland Elementary School**
Los Angeles, CA
- LAUSD
- Campus Improvements
- John Adams Middle School**
Santa Monica, CA
- SMMUSD
- Master Plan & Courtyard Project
- KIPP Ignite Academy**
Los Angeles, CA
- KIPP Compton Academy**
Compton, CA
- Valor Elementary School**
Los Angeles, CA
- Horace Mann Elementary School**
Beverly Hills, CA
- El Rodeo Span School**
Beverly Hills, CA
- LA Southwest College**
Los Angeles, CA

Total Experience: 26 Years

PROFESSIONAL LICENSES
California #3752
Massachusetts #1023

EDUCATION
Bachelor of Science, Cornell University

Master of Landscape Architecture, Harvard University Graduate School of Design

AFFILIATIONS
American Society of Landscape Architects (ASLA)
Board Member, USC Architectural Guild Board

Proposed Fee

A/E BASE SERVICES	
Berliner Architects	\$326,760
Total Berliner Architects	\$326,760
IMEG - Structural Engineering	\$94,000
IMEG - MEP Engineering	\$112,000
Brandow & Johnston - Civil Engineering	\$40,000
Office of the Designed Landscape - Landscape Architecture	\$33,020
TOTAL CONSULTANTS	\$279,020
5% Consultant Markup	\$13.951
TOTAL A/E BASE SERVICES LABOR	\$619,731
Estimated Reimbursable Expense	\$30,000
TOTAL	\$649,731
Additional Services	
Acoustic Study for Cal Green - Newson Brown	\$6,500
XXYZX Imaging - As-Built of existing building	\$8,160
IMEG - Full Fire Alarm Design	\$16,770
IMEG - Low Voltage Design	\$64,200
Subtotal Additional Services	\$95,630
5% Consultant Markup	\$4,781.50
TOTAL ADDITIONAL SERVICES	\$100,411.50

Not in Scope:

- New Construction MPR/Gym Building in Later Phases
- LEED, Well or Building Certification Criteria Elevation, Energy Modeling, Calculation, Justification and Documentation
- Preparing Post Construction As-Built (An fee has been included in additional consultants for as-builts of the existing building.)
- VE After DD is complete
- FF&E
- Survey
- Traffic Study
- Geotechnical Reports

Reimbursable Expense will be billed at cost plus 10%. These costs include:

- Reproduction of drawings and documents
- Postage
- Mileage
- Models to be used for public hearings, fund raising, etc. beyond those prepared during the design process

Proposed Fee & Schedule

	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	81	82	83	84	85
MAGNOLIA PUBLIC SCHOOLS MSA -7 (TK-5)		2025																																							2026											
PHASE		04/07/25	04/14/25	04/21/25	04/28/25	05/05/25	05/12/25	05/19/25	05/26/25	06/02/25	06/09/25	06/16/25	06/23/25	06/30/25	07/07/25	07/14/25	07/21/25	07/28/25	08/04/25	08/11/25	08/18/25	08/25/25	09/01/25	09/08/25	09/15/25	09/22/25	09/29/25	10/06/25	10/13/25	10/20/25	10/27/25	11/03/25	11/10/25	11/17/25	11/24/25	12/01/25	12/08/25	12/15/25	12/22/25	12/29/25	01/05/26	01/12/26	01/19/26	01/26/26	02/02/26	02/09/26	02/16/26	11/02/26	11/09/26	11/16/26	11/23/26	11/30/26
Magnolia MSA-7 (18120 Sherman Way, Reseda, CA)																																																				
Client Meetings																																																				
Site Planning / Schematic Design	8 weeks																																																			
Budget	2 weeks																																																			
QA/QC	2 week																																																			
Design Development	8 weeks																																																			
Budget	2 weeks																																																			
QA/QC	2 week																																																			
Submit for Zoning (PDPP #1)	1 week																																																			
65% Construction Documents	8 weeks																																																			
QA/QC	2 weeks																																																			
Submit for Fire Life Safety, Disabled Access and Green (PDPP #2)	1 week																																																			
65% CD Budget	2 weeks																																																			
90% Construction Documents	8 weeks																																																			
QA/QC	2 weeks																																																			
Submit for Structural (PDPP #3)	1 week																																																			
Permitting with LADBS - 6-months	26 weeks																																																			
Bidding	4 weeks																																																			
Construction of School - 9-months	40 weeks																																																			
Closeout	2 weeks																																																			
Substantial Completion of School	12/4/2026																																																			

References - Clients



Puente Learning Center

TYPE Renovation **LOCATION** Los Angeles, CA

CLIENT CONTACT Jerome Greening, Executive Director, Puente Learning Center, 323.780.0076

DESCRIPTION Since 1985, Puente Learning has sought to enrich the neighborhoods of South and East Los Angeles by providing both adult and youth education—particularly English-language proficiency for Spanish speakers. Berliner was commissioned to design two new preschool classrooms as an addition to an existing 40,000 SF building. Rather than blending discreetly with the existing structure, Berliner’s curvilinear, fully glazed additions will complement its original typology while simultaneously providing bright, contemporary learning spaces.

The team recently received CUP approval for change of use from a B to an E occupancy that allows for the entire building to be used for a growing charter school. BA is currently overseeing the seismic retrofit of the building to raise the risk category to 3 that allows for the E occupancy and is starting construction on the second floor seismic renovation that will allow for a new charter school to inhabit the second floor.



Bright Star Schools - Valor

TYPE New Construction **LOCATION** Los Angeles, CA

CLIENT CONTACT Elijah Sugay, Vice President of Facilities and Finance, Bright Star Schools, 424.354.6999

DESCRIPTION The same team proposed here with Berliner Architects received CUP Approval for the new Valor Elementary School. This new construction Elementary school for Bright Star schools will serve approximately 500 students, grade TK-4. The school shares a site with a historic home from the 1920’s which will be renovated to house the administrative functions. The new construction school will include a new gymnasium/MPR and is located in the Valley.



Equitas Academy 5&6

TYPE Renovation **LOCATION** Los Angeles, CA

CLIENT CONTACT Cecilia Melgares, Director of Network Operations, Equitas Academy, 213.784.4589

DESCRIPTION Berliner Architects recently completed the renovation of a former office building into two charter elementary schools and administrative office spaces. A Conditional Use Permit (CUP) to change the occupancy from “B” to “E” which required significant seismic strengthening was required.

The renovation includes a second floor open-air play yard that incorporates daylighting tubes in seating elements to help bring natural light to the first floor. The angled central classroom walls create movement and texture within the hallways. Integrated seating was added around the stairwell to create comfortable breakout spaces.

References - Contractors



Puente Learning Center

TYPE Renovation **LOCATION** Los Angeles, CA

CONTRACTOR CONTACT Nickolas Mata, President, Mata Construction, 323.974.2075

DESCRIPTION Since 1985, Puente Learning has sought to enrich the neighborhoods of South and East Los Angeles by providing both adult and youth education—particularly English-language proficiency for Spanish speakers. Berliner was commissioned to design two new preschool classrooms as an addition to an existing 40,000 SF building. Rather than blending discreetly with the existing structure, Berliner’s curvilinear, fully glazed additions will complement its original typology while simultaneously providing bright, contemporary learning spaces.

The team recently received CUP approval for change of use from a B to an E occupancy that allows for the entire building to be used for a growing charter school. BA is currently overseeing the seismic retrofit of the building to raise the risk category to 3 which allows for the E occupancy and is starting construction on the second floor seismic renovation that will allow for a new charter school to inhabit the second floor.



Bright Star Schools - Valor

TYPE New Construction **LOCATION** Los Angeles, CA

CONTRACTOR CONTACT Anjana Bhowmik, Director, Oltmans Construction, 562.204.3426

DESCRIPTION The same team proposed here with Berliner Architects just received CUP Approval for the new Valor Elementary School. This new construction Elementary school for Bright Star schools will serve approximately 500 students, grade TK-4. The school shares a site with a historic home from the 1920’s which will be renovated to house the administrative functions. The new construction school will include a new gymnasium/MPR and is located in the Valley.




Fenton Academy - Sunland

TYPE Adaptive Re-use **LOCATION** Sunland, CA

CONTRACTOR CONTACT Jason Cave, Chief Estimator, Del Amo Construction 310.892.5230

DESCRIPTION Berliner Architects worked with Fenton Charter Schools on redeveloping an existing 49,000 SF office building into a K-5 elementary school. Fenton Academy Charter School is organized into two schools representing two different types of education. The east side of the building represents the Fenton Leadership Academy: Center for Social and Emotional Learning for grades K-2, while the west side of the building represents the Fenton STEM Academy for grades 3-5. They are separated by a central core that includes shared administration and a multipurpose room.

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Cornerstone Specialty Insurance Services, Inc.
14252 Culver Drive, A299

IrvineCA 92604

CONTACT NAME:
Tina Cowie
PHONE (A/C, No, Ext): (714) 731-7700
FAX (A/C, No): (714) 731-7750
E-MAIL ADDRESS: tina@cornerstonespecialty.com

INSURER(S) AFFORDING COVERAGE

INSURER A : RLI Insurance Company
INSURER B : Travelers Casualty & Surety Co. of America
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #
13056
31194

INSURED

BERLINER ARCHITECTS
5976 Washington Blvd

Culver CityCA 90232

COVERAGES

CERTIFICATE NUMBER: 24/25 COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div><div><input checked="" type="checkbox"/> ADDTL INSURED / P & NC</div><div><input checked="" type="checkbox"/> BLNKT WVR OF SUBRO</div><div>GEN'L AGGREGATE LIMIT APPLIES PER: <div><div><input type="checkbox"/> POLICY</div><div><input checked="" type="checkbox"/> PRO-JECT</div><div><input type="checkbox"/> LOC</div></div><div>OTHER:</div></div></div>			PSB0001586	11/04/2024	11/04/2025	<div>EACH OCCURRENCE\$ 2,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence)\$ 1,000,000</div> <div>MED EXP (Any one person)\$ 10,000</div> <div>PERSONAL & ADV INJURY\$ INCLUDED</div> <div>GENERAL AGGREGATE\$ 4,000,000</div> <div>PRODUCTS - COMP/OP AGG\$ 4,000,000</div> <div>\$</div>		
	A	<div><div><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</div><div><div><input checked="" type="checkbox"/> ANY AUTO</div><div><div><input type="checkbox"/> OWNED AUTOS ONLY</div><div><input type="checkbox"/> HIRED AUTOS ONLY</div></div><div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div></div>			PSA0003168	11/04/2024	11/04/2025	<div>COMBINED SINGLE LIMIT (Ea accident)\$ 1,000,000</div> <div>BODILY INJURY (Per person)\$</div> <div>BODILY INJURY (Per accident)\$</div> <div>PROPERTY DAMAGE (Per accident)\$</div> <div>\$</div>	
			<div><div><input type="checkbox"/> UMBRELLA LIAB</div><div><input type="checkbox"/> OCCUR</div></div> <div><div><input type="checkbox"/> EXCESS LIAB</div><div><input type="checkbox"/> CLAIMS-MADE</div></div> <div><div>DED</div><div>RETENTION \$</div></div>						<div>EACH OCCURRENCE\$</div> <div>AGGREGATE\$</div> <div>\$</div>
			<div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</div><div><div>Y / N</div><div><input type="checkbox"/></div></div><div>N / A</div></div>						<div><div><div>PER STATUTE</div><div>OTH-ER</div></div><div>E.L. EACH ACCIDENT\$</div><div>E.L. DISEASE - EA EMPLOYEE\$</div><div>E.L. DISEASE - POLICY LIMIT\$</div></div>
			B	<div>Professional Liability Claims Made</div>			105522445	11/04/2024	11/04/2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

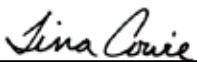
Evidence of coverage in force. Contractual insurance requirements will be addressed at the time the contract is awarded.

CERTIFICATE HOLDER

CANCELLATION

FOR PROPOSAL PURPOSES ONLY PLEASE CONTACT
CORNERSTONE SPECIALTY
TO VERIFY COVERAGE IN FORCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


ACORD 25 (2016/03)

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MAGNOLIA PUBLIC SCHOOLS

REQUEST FOR PROPOSALS TO PROVIDE ARCHITECTURE & ENGINEERING SERVICES FOR
MAGNOLIA SCIENCE ACADEMY 7 ELEMENTARY SCHOOL
Powered by BoardOnTrack

BERLINER | 22
ARCHITECTS

238 of 247

Contract

Berliner Architects will sign an **AIA B101-2017 contract** without any substantial changes if awarded this project.

WHY BERLINER? OUR 25+ YEARS' EXPERIENCE WITH CA SCHOOLS INCLUDES:



Proposed Fee

A/E BASE SERVICES	
Berliner Architects	\$306,680
Total Berliner Architects	\$306,680
IMEG - Structural Engineering	\$94,000
IMEG - MEP Engineering	\$107,625
Brandow & Johnston - Civil Engineering	\$22,000
Office of the Designed Landscape - Landscape Architecture	\$14,035
TOTAL CONSULTANTS	\$237,660
5% Consultant Markup	\$11,883
TOTAL A/E BASE SERVICES LABOR	\$556,223
Estimated Reimbursable Expense	\$15,000
TOTAL	\$571,223
Additional Services	
Acoustic Study for Cal Green - Newson Brown	\$6,500
XXYZX Imaging - As-Built of existing building	\$8,160
IMEG - Full Fire Alarm Design	\$16,770
IMEG - Low Voltage Design	\$64,200
Subtotal Additional Services	\$95,630
5% Consultant Markup	\$4,781.50
TOTAL ADDITIONAL SERVICES	\$100,411.50

Not in Scope:

- New Construction MPR/Gym Building in Later Phases
- LEED, Well or Building Certification Criteria Elevation, Energy Modeling, Calculation, Justification and Documentation
- Preparing Post Construction As-Built (An fee has been included in additional consultants for as-builts of the existing building.)
- VE After DD is complete
- FF&E
- Survey
- Traffic Study
- Geotechnical Reports

Reimbursable Expense will be billed at cost plus 10%. These costs include:

- Reproduction of drawings and documents
- Postage
- Mileage
- Models to be used for public hearings, fund raising, etc. beyond those prepared during the design process

Coversheet

Adoption of Reimbursement Resolution for the Magnolia Science Academy-5 Project at 7111 Winnetka Ave

Section: V. Action Items
Item: Q. Adoption of Reimbursement Resolution for the Magnolia Science Academy-5 Project at 7111 Winnetka Ave
Purpose: Vote
Submitted by:
Related Material: V_Q_Reimbursement Resolutions_Project at 7111 Winnetka Ave.pdf



Agenda Item #: V Q: Action Item

Date: April 10, 2025

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

From: Alfredo Rubalcava, CEO & Superintendent

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

RE: Approval of Reimbursement Resolutions Related to the Magnolia Science
Academy 5 Project at 7111 Winnetka Ave., Winnetka, CA 91306

I. Proposed Recommendations

Staff recommends and moves that the Board approve and adopt the reimbursement resolution attached as Exhibit A.

II. Purpose

The purpose of this proposed action is to allow MPS to reimburse itself from future indebtedness for amounts expended in support of the MSA-5 Project.

III. Background

MPS received an award from the Office of Public School Construction for its new construction project at 7111 Winnetka Ave (the “Project”) for the benefit of Magnolia Science Academy—5 (“MSA-5”). The award is for approximately \$50.8 million dollars. Present budget estimates reflect a deficit for the Project; that is, the award amount will not cover the full cost of the Project, including the cost of the gymnasium. MPS expects that in the future it may enter into long term indebtedness to pay for the costs of the Project above the CSFP award. MPS desires to reimburse itself for any out of pocket expenses it may incur prior to the issuance of such long term indebtedness.

April 10, 2025
Page 2



IV. Conclusion / Budget Impact

There are no immediate budget impacts to MSA-5 or MPS based on the reimbursement resolutions.

Exhibits

Exhibit A Reimbursement Resolutions

Exhibit A

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

RESOLUTIONS OF THE BOARD OF DIRECTORS

(Declaration Of Official Intent to Reimburse Certain Expenditures from Proceeds of Indebtedness)

The Board of Directors (the “**Board**”) of Magnolia Educational & Research Foundation dba Magnolia Public Schools hereby adopts the following Resolutions:

WHEREAS, Magnolia Educational & Research Foundation dba Magnolia Public Schools (the “**Corporation**”), is organized for charitable purposes;

WHEREAS, the Corporation operates public charter schools;

WHEREAS, Magnolia Properties Management, Inc., a California nonprofit public benefit corporation (“**Support Corporation**”), was formed and is operated exclusively to support Charter School;

WHEREAS, the Corporation, Support Corporation, and/or an affiliated entity (for purposes of these Resolutions, collectively the “**Borrower**”) intends to acquire, construct, expand, remodel, renovate, improve, furnish and/or equip public charter school facilities as described in Appendix A attached hereto (the “**Project**”);

WHEREAS, the Borrower reasonably expects to pay certain expenditures (the “**Reimbursement Expenditures**”) in connection with the Project prior to the issuance of indebtedness on behalf of the Borrower for the purpose of financing costs associated with the Project on a long-term basis; and

WHEREAS, the Borrower reasonably expects that debt obligations in an amount not expected to exceed Twenty Five Million Dollars (\$20,000,000) will be issued by or on behalf of the Borrower in order to finance or refinance the Project and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures, up to approximately Twenty Million Dollars (\$20,000,000);

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby finds and determines that the above recitals are true;.

RESOLVED FURTHER, for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, the Board hereby declares its official intent to use proceeds of indebtedness to reimburse the Borrower for

Reimbursement Expenditures. This declaration does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the Project;

RESOLVED FURTHER, the Board hereby authorizes the payment of any expenses incurred in connection with the preparation of proceedings for the issuance of said indebtedness on behalf of the Borrower and the lease of the Project, including legal and financial consulting expenses; and

RESOLVED FURTHER, that these resolutions shall take effect from and after their adoption by the Board.

[Balance of Page Intentionally Left Blank]

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation (as defined in the foregoing Resolutions), and that the foregoing Resolutions were duly adopted by the majority vote of the directors of the Corporation present at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation and in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act, and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this ____ day of _____ 2025.

_____, Secretary

APPENDIX A
(Project Description)

91306 Charter school educational facilities located at 7111 Winnetka Ave, Winnetka, CA